

TITLE REPORT

C/R/S	ERI-US 0006 Connectivity Corridor
PARCEL	39-00041.500
PID	116570

☒ 42 YEAR REPORT ☐ ABBREVIATED REPORT ☐ UPDATE

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (E) of its Real Estate Procedures Manual.

(1) FEE OR OTHER PRIMARY OWNERS

Name	Marital Status (Spouse's Name)	Interest
Barnes Nursery, Inc., an Ohio corporation	N/A	Fee
Mailing Address: 3511 Cleveland Rd. W. Huron, OH 44839		
Phone Number: (800) 421-8722		
Property Address: 3511 Cleveland Rd. Huron, OH 44839		
Agent: Julie Barnes Foster 202 Bucyrus Ave. Huron, OH 44839 (419) 433-7910		

(2) BRIEF DESCRIPTION OF SUBJECT PREMISES

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 26, 27, 28 and 29, Section No. 3, and containing 26.7318 acres of land and further identified as Auditor's Parcel No. 39-00041.500.

4.5 acres per Erie County Auditor (See note in Section 4)

Title acquired by: Instrument No. 201202042, Deed Volume 547, Page 764, Deed Volume 556, Page 972, Deed Volume 548, Page 131 & Deed Volume 215, Page 153

(3-A) MORTGAGES, LIENS AND ENCUMBRANCES

Name & Address & Phone Number	Date Filed	Amount & Type of Lien
Barnes Nursery, Inc., an Ohio corporation to The Citizens Banking Company 100 E. Water Street, Sandusky, OH 44870 / (419) 502-9932 Instrument No. 201001990 Covers subject property and other lands Partial Release of Mortgage filed as Instrument No. 201202041 on 2/28/2012 at 3:51 PM Partial Release of Mortgage filed as Instrument No. 201410479 on 12/15/2014 at 11:45 AM Amendment filed as Instrument No. 201511248 on 12/18/2015 at 11:57 AM – increases maximum indebtedness to \$1,400,000.00 Partial Release of Mortgage filed as Instrument No. 201600880 on 2/5/2016 at 10:27 AM	3/26/2010 at 11:37 AM	\$1,250,000.00 Open-End Mortgage

Barnes Nursery, Inc., an Ohio corporation to Civista Bank 100 E. Water Street, Sandusky, OH 44870 / (419) 502-9932 Instrument No. 201811094 Subordination Agreement filed as Instrument No. 201811095 on 12/20/2018 at 12:54 PM Partial Release of Mortgage filed as Instrument No. 202010028 on 10/27/2020 at 10:33 AM Partial Release of Mortgage filed as Instrument No. 202211254 on 12/13/2022 at 12:07 PM	12/20/2018 at 12:54 PM	\$2,300,000.00 Open-End Mortgage
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(3-B) **LEASES**

Name & Address	Commercial/Residential	Term
None found or record		

(3-C) **EASEMENTS**

Name & Address	Type
William L. Rosin, single to Board of County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 128, Page 281 filed on 4/23/1926 at 8:10 AM	Highway Deed
Clarence Curtis, married to Board of County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 128, Page 282 filed on 4/23/1926 at 8:10 AM	Highway Deed
Gustavus Dildine, married to Board of County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 128, Page 284 filed on 4/23/1926 at 8:10 AM	Highway Deed
A. F. Linker, married to Board of County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 128, Page 285 filed on 4/23/1926 at 8:10 AM	Highway Deed
William Rosin and Annette Rosin, husband and wife to County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 305, Page 643 filed on 12/8/1959 at 9:47 AM Unable to determine if in take area	Utility Easement
Barnes Roses, Inc. to County Commissioners of Erie County, Ohio 2900 Columbus Ave., Sandusky, OH 44879 Deed Volume 305, Page 645 filed on 12/8/1959 at 9:47 AM Unable to determine if in take area	Utility Easement
Barnes Nursery and Garden Center, Inc. to Ohio Edison Company, an Ohio corporation (now FirstEnergy, Corp.) 76 S. Main St., Akron, OH 44308 O.R. Volume 110, Page 248 filed on 4/12/1993 at 10:45 AM Unable to determine if in take area	Utility Easement
Barnes Nursery & Garden Center, Inc. et al to AT&T Corp. and AT&T Communications – East, Inc. and Class Counsel No address given Instrument No. 200702156 filed on 3/1/2007 at 8:10 AM Unable to determine if in take area	Utility Easement

Barnes Nursery, Inc., an Ohio corporation to
The Trust for Public Land, a nonprofit California public benefit corporation
No address given
Instrument No. 201202037 filed on 2/28/2012 at 3:51 PM
Unable to determine if in take area

Access and Maintenance
Easement Agreement

Barnes Nursery and Garden Center, Inc. nka Barnes Nursery, Inc., an Ohio corporation to
The Trust for Public Land, a nonprofit California public benefit corporation
No address given
Instrument No. 201202039 filed on 2/28/2012 at 3:51 PM
Unable to determine if in take area

Access Easement Agreement

(4) **DEFECTS IN TITLE-IRREGULARITIES-COMMENTS** (Record or Off Record)

Unable to determine the discrepancy between the Auditor's stated acreage and the acreage shown on the Vesting deed. While the Auditor state's the acreage is 4.5, when using the measuring tool on the GIS site, the property totals approximately 27 acres.

Found Articles of Incorporation for Barnes Nursery, Inc. filed with the Ohio Secretary of State as Document ID C207_1264 on 3/3/1950.

Note: there is a break in Chain 2 of the title chain. Thomas Hughes acquires the property in Deed Volume 11, Page 64. Gustavus Graham conveys to Andrew F. Linker in Deed Volume 107, Page 515. Unable to find the conveyance between Thomas Hughes and Gustavus Graham. Both names were run forward in an attempt to find the conveyance.

(5) **TAXES AND SPECIAL ASSESSMENTS** (List by auditor's tax parcel number, description, amount, etc.)

County: Erie Township: Huron School District: Huron CSD

AUD. PAR. NO(S)	Land	Building	Total	Taxes
39-00041.500	<u>\$83,700.00</u>	<u>\$236,460.00</u>	<u>\$320,160.00</u>	<u>\$3,260.03 per half</u>

1st Half 2022: PAID
2nd Half 2022: PAID
100% Values Shown

(6) **CAUV (Current Agricultural Use Value)**

Is the property under the CAUV Program: Yes: ☐ No: ☒
Comments:

N/A

This Title Report covers the time period from 2/1/1864, 8/22/1904, 1/21/1891 & 10/13/1853 to 12/20/2023. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 39-00041.500 and presently standing in the name of Barnes Nursery, Inc., an Ohio corporation as the same are entered upon the several public records of Erie County, Ohio.

Date & Time 12/20/2023 at 7:59 AM (am/pm)

Signed



Print Name Paul Minello
O. R. Colan Associates

UPDATE TITLE BLOCK

This Title Report covers the time period from _____ to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) _____ and presently standing in the name of _____ as the same are entered upon the several public records of Erie County, Ohio.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
		Brief Land Description & Remarks				
Barnes' Nursery & Garden Center, Inc., an Ohio corporation aka Barnes Nursery and Garden Center, Inc., an Ohio corporation nka Barnes Nursery, Inc., an Ohio corporation Fee	Barnes Nursery, Inc., an Ohio corporation Fee	2/27/2012	2/28/2012 at 3:51 PM	Instrument No. 201202042	Exempt	General Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 26, 27, 28 and 29, Section No. 3, and containing 26.7318 acres of land.				
		CHAIN SPLITS AT THIS POINT CHAIN 1				
Annette F. Rosin, widow and not remarried Fee	Barnes Nursery and Garden Center, Inc. Fee	10/3/1988	10/18/1988 at 3:21 PM	Deed Volume 547, Page 764	\$310.00	Warranty Deed
		Situating in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 27 and 28, Section No. 3, and containing 27.65 acres, excepting 0.21 of an acre (Parcel One on deed); containing 18.50 acres, more or less (Parcel Two on deed); and containing 2.432 acres, more or less (Parcel Three on deed). Note, this deed was re-filed as Deed Volume 556, Page 972 to more definitely describe the northerly boundary of Parcel One.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Estate of William L. Rosin, deceased by Erie County Probate Court Case No. 18,553 Fee	Annette F. Rosin Fee	7/8/1977	7/8/1977 at 1:31 PM	Deed Volume 460, Page 298	Exempt	Certificate of Transfer
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 27 and 28, Section No. 3, and containing 27.65 acres, excepting 0.21 of an acre (Parcel Four on deed); containing 18.50 acres, more or less (Parcel Five on deed); and containing 2.5 acres, more or less (Parcel Six on deed).				
		CHAIN 1-A (27.65 Ac. Parcel)				
Louise Ferguson, married; Augusta Harrison, married; Emma Matern Weaver, widow; Mary Matern, single; & Minna L. Matern, single Fee	William L. Rosin Fee	12/31/1925 & 1/8/1926	1/14/1926 at 2:30 PM	Deed Volume 129, Page 3	\$5.50	Warranty Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 27 and 28, Section No. 3, and containing 27.65 acres, more or less. Charles Ferguson and William Harrison release dower.				
Dorothea Matern Baetz, deceased by Erie County Probate Court Und. 1/6 Int.	Louise Matern Ferguson, Emma Matern Weaver, Augusta Matern Harrison, Mary Matern and Minna Matern Und. 1/6 Int.	6/9/1924	6/23/1924 at 3:00 PM	Deed Volume 121, Page 625	Exempt	Certificate of Transfer
		No legal description given, but states, "I give, devise and bequeath all my estate, real, person and mixed..."				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Estate of Henry Matern, deceased, bankrupt	Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern and Minna Matern	4/18/1918	4/16/1918 at 8:40 AM	Deed Volume 107, Page 426	\$1.00	Deed
Und. 1/7 Int.	Und. 1/7 Int.	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 27 and 28, Section No. 3, and containing 29.69 acres, more or less.				
Henry Matern, deceased	Dora Baetz, Henry Matern, Jr., Louisa Ferguson, Emma Weaver, Augusta Harrison, Minnie Matern and Mary Matern	4/12/1918	4/16/1918 at 8:40 AM	Deed Volume 107, Page 425	Exempt	Certificate of Transfer
Fee	Fee	No legal description given, but states, "I give and devise to my beloved wife, in lieu of her dower all my property both real and personal, together with all choses in action for and during her life, provided she so long remains my widow, and after her death or marriage, I give, devise and bequeath all of my said property and estates unto my children forever, share and share alike."				
William J. Hinde, married	Henry Matern	1/13/1864	2/1/1864 no time given	Deed Volume 20, Page 427	None Shown	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 27 and 28, Section No. 3, and containing 29.69 acres, more or less.				
Eleanor Hinde releases dower		Part of Root				
		CHAIN 1-B				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Gustavus Dildine and Eugenia Dildine, husband and wife Fee	William Rosin Fee	2/23/1934	2/27/1934 at 1:20 PM	Deed Volume 148, Page 179	\$2.00	Warranty Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being that part of Lot No. 4 of parts of Original Lot Nos. 27 and 28, Section No. 3, and containing 18.50 acres, more or less.				
James Dildine, married Fee Mary J. Dildine releases dower	Gustavus Dildine Fee	8/20/1904	8/22/1904 at 2:45 PM	Deed Volume 77, Page 219	None Shown	Warranty Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being that part of Lot No. 4 of parts of Original Lot Nos. 27 and 28, Section No. 3, and containing 23 acres, more or less. Part of Root				
		CHAIN 1-C				
Clarence Curtis, married Fee Norma Curtis releases dower	William L. Rosin Fee	3/5/1935	3/9/1935 at 8:20 AM	Deed Volume 148, Page 561	\$7.50	Warranty Deed
		Situated in the Township of Huron, County of Erie and State of Ohio and known as being in Section No. 3, and containing 2.5 acres, more or less.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Ortugal Curtis, deceased	Clarence Curtis	12/31/1925	3/1/1926 at 9:30 AM	Deed Volume 129, Page 143	Exempt	Affidavit for Transfer of Real Estate Inherited
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being in Lot No. 27 in Section No. 3, and containing 2.5 acres, more or less. (First description on deed) Note: A Dower Interest is retained by Sarah Curtis, but is released by Affidavit filed as Misc. Volume 4, Page 481.				
Harlow H. Akin	Ortugal Curtis	1/19/1891	1/21/1891 no time given	Deed Volume 55, Page 177	None Shown	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being in Section No. 3, and containing 2.5 acres, more or less. Part of Root				
		CHAIN 2				
Barnes' Roses, Inc.	Barnes' Nursery & Garden Center, Inc.	7/16/1971	10/31/1988 at 1:35 PM	Deed Volume 548, Page 131	Exempt	Certificate of Amendment of Article of Incorporation
		No legal description shown on document.				

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 3 CRS ERI-US 0006 Connectivity Corridor PARCEL 39-00041.500 PID 116570

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Emma J. Linker, widow	Barnes Roses, Incorporated	3/4/1950	3/7/1950 at 9:47 AM	Deed Volume 215, Page 153	\$25.30	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 26 and 29, in Section No. 3, and containing after exception 50.13 acres, more or less.				
The Estate of Andrew F. Linker, deceased by Erie County Probate Court Case No. 6501	Emma J. Linker	11/20/1942	11/21/1942 at 11:03 AM	Deed Volume 174, Page 49	Exempt	Certificate of Transfer
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 26 and 29, in Section No. 3, and containing 55.53 acres, more or less. (First description on deed)				
Gustavus Graham, deceased	Andrew F. Linker	3/17/1919	3/25/1919 at 3:00 PM	Deed Volume 107, Page 515	Exempt	Certificate of Transfer
Fee		Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Section No. 3, and containing 55 acres, more or less. (First description on deed)				
Samuel Hughes, married	Thomas Hughes	10/3/1853	10/13/1853 no time given	Deed Volume 11, Page 64	None Shown	Warranty Deed
Fee	Fee	Situated in the Township of Huron, County of Erie and State of Ohio and known as being part of Lot Nos. 26 and 29, in Section No. 3.				
Sally Hughes releases dower						

Transferred
In Compliance with sections
819-202 and 322-02 of the
Ohio Revised Code.
FEE \$
Exempt: ☒
R.E. TRANSFER:
\$
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: \$ 250
Date 2/28/12 By: *ll*

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
verifications for Accuracy made.

[Signature]
Erie County Engineer

2/28/12

GENERAL WARRANTY DEED

Barnes' Nursery & Garden Center, Inc., an Ohio corporation, also known as Barnes Nursery and Garden Center, Inc., an Ohio corporation, now known as Barnes Nursery, Inc., an Ohio corporation, the GRANTOR, for valuable consideration paid, grants with general warranty covenants to Barnes Nursery, Inc., an Ohio corporation, the GRANTEE whose tax mailing address is 3511 W. Cleveland Road, Huron, Ohio 44839, the following real property situated in the Township of Huron, County of Erie and State of Ohio and bounded and described as set forth on the attached Exhibit A.

Subject to easements, restrictions, conditions of record, real estate taxes, assessments and zoning.

Prior Instrument Reference: Vol. 215, Pg. 153; Vol. 548, Pg. 131; and Vol. 547, Pg. 764, Erie County Ohio Deed Records.

IN WITNESS WHEREOF the said **GRANTOR**, Barnes' Nursery & Garden Center, Inc., an Ohio corporation, also known as Barnes Nursery and Garden Center, Inc., an Ohio corporation, now known as Barnes Nursery, Inc., an Ohio corporation, by Julie B. Foster, its Secretary/Treasurer has hereunto caused the execution thereof this 27th day of February, 2012.

Barnes' Nursery & Garden Center, Inc., an Ohio corporation, AKA Barnes Nursery and Garden Center, Inc., an Ohio corporation, NKA Barnes Nursery, Inc., an Ohio corporation

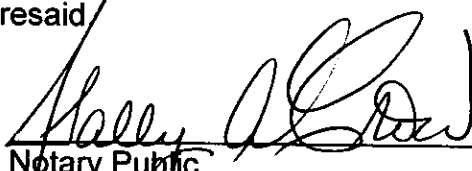
[Signature]
By Julie B. Foster, Secretary/Treasurer

HARTUNG TITLE ORDER # EA2758SC Accon

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on this 27th day of February, 2012, before me, the subscriber, a Notary Public in and for said state, personally came Barnes' Nursery & Garden Center, Inc., an Ohio corporation, AKA Barnes Nursery and Garden Center, Inc., an Ohio corporation, NKA Barnes Nursery, Inc., an Ohio corporation, by Julie B. Foster, Secretary/Treasurer, the **GRANTOR** in the foregoing General Warranty Deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid



Notary Public
Commission Expires: _____



SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2014

**This instrument was prepared by Christopher M. Marinko, Flynn, Py & Kruse, L.P.A.,
165 East Washington Row, Sandusky, Ohio 44870.**

Parcel A
Lot Split and Consolidation
Barnes Nursery

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Book 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet, a Delta of 05 degrees 38 minutes 00 seconds and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164,437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

Know All Men by These Presents

THAT, ANNETTE F. ROSIN, widow and not remarried, the Grantor, of Erie County, Ohio, for valuable consideration paid, GRANTS, to BARNES NURSERY AND GARDEN CENTER, INC., the Grantee, its successors and assigns, whose tax mailing address is 3511 Cleveland Road West, Huron, Ohio, the following described Real Property:

PARCEL ONE:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being in the Third (3rd) Section in said township, and bounded and described as follows:

Being 28.69 acres taken from the east part of Lot Number Twenty-Eight (28), and also one (1) acre taken from the northeast corner of Lot Twenty-Seven (27), excepting two and one-half (2-1/2) acres now or formerly owned by Harlow Aiken; and further described as follows: Beginning, for boundary of said two tracts, at the northeast corner of Lot Number Twenty-Seven (27); thence South 89 degrees West 4.67 chains; thence South 3-1/2 degrees East 5.39 chains to the center of the Huron Road; thence South 89-3/4 degrees West 1.89 chains in the center of said road; thence North 3-1/2 degrees West 49.84 chains to the marsh; thence South 76 degrees East to the Northeast corner of Lot Number Twenty-Eight (28); thence South 3-1/2 degrees East 43 chains to the place of beginning; containing 27.65 acres, more or less. Excepting therefrom 0.21 acres conveyed to Board of County Commissioners, as recorded in Volume 128 of Deeds, Page 281.

Elmer Olsen 10-12-88
FEL DCU
CZF

PARCEL TWO:

Situated in the Township of Huron, County of Erie, and State of Ohio:

Being that part of Lot Number Four (4) in the plat of a subdivision of parts of original Lots Numbers Twenty-Seven (27) and Twenty-Eight (28), in Section Number Three (3), in Huron Township, Erie County, Ohio, made by Commissioners in partition of the estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, Page 328, Erie County Common Pleas Court, bounded and described as follows:

Beginning at the intersection of the east line of said Lot Number Four (4) and the north line of property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio, by deed recorded in Volume 128 of Deeds, Page 284, Erie County, Ohio, records; running thence westerly, along said last-mentioned line, to a point twenty (20) feet west, measured at right angles thereto, from the east line of said Lot Number Four (4); thence north, along a line twenty (20) feet west of and parallel with the east line of said Lot Number Four (4), to a point three hundred ten (310) feet north of the south line of said original Lot Number Twenty-Eight (28) in said Section Number Three (3); thence west, parallel with the south line of said original Lot Number Twenty-Eight (28) to the west line of said Lot Number Four (4); thence north, along the west line of said Lot Number Four (4), to the northwest corner thereof; thence easterly, along the north line of said Lot Number Four (4) to the northeast corner thereof; thence south, along the east line of said Lot Number Four (4), to the place of beginning, containing 18.50 acres, more or less.

PARCEL THREE:

Situated in the Township of Huron, County of Erie, and the State of Ohio:

Being that part of Subdivision Lot Number Two (2) in the partition of the Estate of Robert J. Hinde, Deceased, as made by Commissioners in the Court of Common Pleas of Erie County, Ohio, as per Volume 7, Common Pleas Code Record, Page 324, in Lot Number Twenty-Seven (27), Section Number Three (3), Huron Township, Erie County, Ohio, lying North of the original centerline of Cleveland-Sandusky Road (so-called), being the same premises conveyed to Ortugal Curtis by deed Volume 55, Page 177 Erie County Records. Being further described as follows;

Beginning at a 3/4" iron pipe found in the northeast corner of said Subdivision Lot Number 2 and said lot 27;

Thence North 86 Deg. 56 Min. 29 Sec. West, along the north line of said Subdivision Lot Number 2 same being the north line of said lot 27, a distance of 308.22 feet to the northwest corner of said Subdivision Lot Number 2;

Thence South 0 Deg. 11 Min. 31 Sec. East, along the west line of said Subdivision Lot Number 2, a distance of 322.02 feet to the north line of lands conveyed to the Board of County Commissioners of Erie County by deed Volume 128, Page 282.

Thence South 80 Deg. 52 Min. 6 Sec. East, along the north line of said Erie County lands, a distance of 10.72 feet to the north right of way line of Cleveland-Sandusky Road.

Thence North 86 Deg. 28 Min. 40 Sec. West, along the north right of way line of Cleveland-Sandusky Road, a distance of 10.60 feet to the west line of said Subdivision Lot Number 2;

Thence South 0 Deg. 11 Min. 31 Sec. East, along the west line of said Subdivision Lot Number 2, a distance of 20.04 feet to the original centerline of Cleveland-Sandusky Road;

Thence South 86 Deg. 28 Min. 40 Sec. East, along the original centerline of Cleveland-Sandusky Road, a distance of 308.22 feet to the east line of said Subdivision Lot Number 2 same being the east line of lot 27 and the west line of Barnes Roses Inc. by deed Volume 215, Page 153 Erie County Records.

Thence North 0 Deg. 10 Min. 0 Sec. West, along the east line of Subdivision Lot Number 2, a distance of 345.60 feet to the point of beginning, containing 2.4320 Acres more or less but subject to all legal easements and rights of way of record. The above description is based on a survey by Carl Feick registered surveyor no. S-7035* North based on the East line of lot 27 bearing North 0 Deg. 10 Min. 0 Sec. West.

be the same more or less, together with all appurtenances and riparian rights and subject to restrictions, reservations and easements of record and all legal highways.

Prior Deed Reference: Volume 460, Page 298, Erie County Records.

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

And the said Grantor, for herself and her heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in FEE SIMPLE, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances except easements and rights of way of record, zoning restrictions, if any, taxes and assessments, which the Grantee hereby assumes and agrees to pay. Such taxes will be pro-rated between Grantor and Grantee to date of transfer of title using the last available rate and valuation, and further that said Grantor will WARRANT AND DEFEND the same against all claims of all persons whatsoever, except as hereinbefore provided.
in August 1988.

IN WITNESS WHEREOF, ANNETTE F. ROSIN, has hereunto set her hand the 3rd day of October, in the year of our Lord One Thousand Nine Hundred Eighty-eight.

Signed and Acknowledged
in the Presence of:

Bernice A. Temple
R.D. Holzappel

Annette F. Rosin
Annette F. Rosin

STATE OF OHIO)
COUNTY OF ERIE) ss:

BE IT REMEMBERED, that on the 3rd day of October, 1988, before the subscriber, a Notary Public, in and for said County and State, personally came ANNETTE F. ROSIN, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



This Commission has been examined and the Grantor has complied with sections 210-212 of the Revised Code
R.D. 3/15/90
Richard D. Holzappel, County Auditor

Richard D. Holzappel
Notary Public
RICHARD D. HOLZAPFEL
Notary Public, State of Ohio

This Instrument Prepared By: My Commission Has No Expiration Date

Richard D. Holzappel, Esq.
BUCKINGHAM, HOLZAPFEL, ZEIHNER, WALDOCK & SCHELL CO., L.P.A.
Sandusky, Ohio

0353069

FILED

Mar 21 1988

MICROFILMED

From JOHN W. SCHAEFFER
RECORDER
ERIE COUNTY, OHIO

Annette F. Rosin

To

Barnes Nursery and Garden
Center, Inc.

Transferred October 18 1988

For 25c

County Auditor.

State of Ohio,

Erie County, ss.

Presented for record on the 18th day
of October 1988, at 3:21
o'clock, P.M.

Recorded October 19th, 1988
in Deed Book No. 547 Page 764-769 inc.

John W. Schaeffer,
County Recorder.

68058

182PL

0395091

TUTBLANC REGISTERED U. S. PAT. OFFICE
TITLE LAW PRINT, PUBLISHERS, RUTLAND, VT 05701

Know all Men by these Presents

556 PAGE 472

THAT, ANNETTE F. ROSIN, widow and not remarried, the Grantor, of Erie County, Ohio, for valuable consideration paid, GRANTS, to BARNES NURSERY AND GARDEN CENTER, INC., the Grantee, its successors and assigns, whose tax mailing address is 3511 Cleveland Road West, Huron, Ohio, the following described Real Property:

PARCEL ONE:

Situated in the Township of Huron, County of Erie and State of Ohio and being in the Third Section in said township, Erie County, Ohio and more fully described as follows:

Being 28.69 acres taken from the east part of Lot Number 28, and also one (1) acre taken from the northeast corner of Lot Number 27, excepting two and one-half acres now or formerly owned by Harlow Aiken; and further described as follows: Beginning, for boundary of said two tracts, at the northeast corner of Lot Number 27; thence South 89° West 4.67 chains; thence South 3 1/2° East 5.39 chains to the center of the Huron Road; thence South 89 3/4° West 1.89 chains in the center of said road; thence North 3 1/2° West 49.84 chains to a point in the North line of Lot Number 28 and the Southerly line of a 330.866 acre parcel conveyed to the State of Ohio, Department of Natural Resources by deed recorded in Volume 477, Page 518 of Erie County, Ohio Deed Records; thence South 76° East to the Northeast corner of Lot Number 28; thence South 3 1/2° East 43 chains to the place of beginning; containing 27.65 acres, more or less. EXCEPTING THEREFROM 0.21 acres conveyed to Board of County Commissioners, as recorded in Volume 128, Page 281 of Erie County, Ohio Deed Records, subject to all legal highways, easements, restrictions and zoning regulations, if any.

This description was prepared by Ben W. Buser, Jr., Registered Surveyor, from deeds of record with no survey being made, in October, 1988.

PARCEL TWO:

Situated in the Township of Huron, County of Erie, and State of Ohio:

Being that part of Lot Number Four (4) in the plat of a subdivision of parts of original Lots Numbers Twenty-Seven (27) and Twenty-Eight (28), in Section Number Three (3), in Huron Township, Erie County, Ohio, made by Commissioners in partition of the estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, Page 328, Erie County, Ohio, Court, bounded and described as follows:

This conveyance has been examined and the Grantor has complied with section 210-202 of the Revised Code

FEE \$ _____
EXEMPT ☒

James McKeen, County Auditor

Beginning at the intersection of the east line of said Lot Number Four (4) and the north line of property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio, by deed recorded in Volume 128 of Deeds, Page 284, Erie County, Ohio, records; running thence westerly, along said last-mentioned line, to a point twenty (20) feet west, measured at right angles thereto, from the east line of said Lot Number Four (4); thence north, along a line twenty (20) feet west of and parallel with the east line of said Lot Number Four (4), to a point three hundred ten (310) feet north of the south line of said original Lot Number Twenty-Eight (28) in said Section Number Three (3); thence west, parallel with the south line of said original Lot Number Twenty-Eight (28) to the west line of said Lot Number Four (4); thence north, along the west line of said Lot Number Four (4), to the northwest corner thereof; thence easterly, along the north line of said Lot Number Four (4) to the northeast corner thereof; thence south, along the east line of said Lot Number Four (4), to the place of beginning, containing 18.50 acres, more or less.

PARCEL THREE:

Situated in the Township of Huron, County of Erie, and the State of Ohio:

Being that part of Subdivision Lot Number Two (2) in the partition of the Estate of Robert J. Hinde, Deceased, as made by Commissioners in the Court of Common Pleas of Erie County, Ohio, as per Volume 7, Common Pleas Code Record, Page 324, in Lot Number Twenty-Seven (27), Section Number Three (3), Huron Township, Erie County, Ohio, lying North of the original centerline of Cleveland-Sandusky Road (so-called), being the same premises conveyed to Ortugal Curtis by deed Volume 55, Page 177 Erie County Records. Being further described as follows:

Beginning at a 3/4" iron pipe found in the northeast corner of said Subdivision Lot Number 2 and said lot 27;

Thence North 86 Deg. 56 Min. 29 Sec. West, along the north line of said Subdivision Lot Number 2 same being the north line of said lot 27, a distance of 308.22 feet to the northwest corner of said Subdivision Lot Number 2;

Thence South 0 Deg. 11 Min. 31 Sec. East, along the west line of said Subdivision Lot Number 2, a distance of 322.02 feet to the north line of lands conveyed to the Board of County Commissioners of Erie County by deed Volume 128, Page 282.

Thence South 80 Deg. 52 Min. 6 Sec. East, along the north line of said Erie County lands, a distance of 10.72 feet to the north right of way line of Cleveland-Sandusky Road.

Thence North 86 Deg. 28 Min. 40 Sec. West, along the north right of way line of Cleveland-Sandusky Road, a distance of 10.60 feet to the west line of said Subdivision Lot Number 2;

Thence South 0 Deg. 11 Min. 31 Sec. East, along the west line of said Subdivision Lot Number 2, a distance of 20.04 feet to the original centerline of Cleveland-Sandusky Road;

Thence South 86 Deg. 28 Min. 40 Sec. East, along the original centerline of Cleveland-Sandusky Road, a distance of 308.22 feet to the east line of said Subdivision Lot Number 2 same being the east line of lot 27 and the west line of Barnes Roses Inc. by deed Volume 215, Page 153 Erie County Records.

Thence North 0 Deg. 10 Min. 0 Sec. West, along the east line of Subdivision Lot Number 2, a distance of 345.60 feet to the point of beginning, containing 2.4320 Acres more or less but subject to all legal easements and rights of way of record.

North based on the East line of lot 27 bearing North 0 Deg. 10 Min. 0. Sec. West.

be the same more or less, together with all appurtenances and riparian rights and subject to restrictions, reservations and easements of record and all legal highways.

Prior Deed Reference: Volume 460, Page 298, Erie County Records.

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

And the said Grantor, for herself and her heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in FEE SIMPLE, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear

from all encumbrances except easements and rights of way of record, zoning restrictions, if any, taxes and assessments, which the Grantee hereby assumes and agrees to pay. Such taxes will be pro-rated between Grantor and Grantee to date of transfer of title using the last available rate and valuation, and further that said Grantor will WARRANT AND DEFEND the same against all claims of all persons whatsoever, except as hereinbefore provided.

This deed has been re-executed and re-recorded for the purpose of more definitely describing the northerly boundary of PARCEL ONE.

IN WITNESS WHEREOF, ANNETTE F. ROSIN, has hereunto set her hand the 18th day of October, in the year of our Lord One Thousand Nine Hundred Eighty-Nine.

Signed and Acknowledged
in the Presence of:

Judith Ann Cassidy
Carolyn M. Ahlers

Annette F. Rosin
Annette F. Rosin

STATE OF OHIO)
) ss:
COUNTY OF ERIE)

BE IT REMEMBERED, that on the 18th day of October, 1989, before the subscriber, a Notary Public, in and for said County and State, personally came ANNETTE F. ROSIN, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Carolyn M. Ahlers
Notary Public

Carolyn M. Ahlers, Notary Public
State of Ohio
Commissioned as Carolyn M. Ahlers
My Commission Expires 7-29-92

0395091
Warranty Deed

'89 OCT 23 P3:22

JOHN W. SCHAEFFER
RECORDER
ERIE COUNTY, OHIO

COASSEPER NOT NECESSARY

Transferred Oct 23 1989

James W. McKee
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Erie ss

RECEIVED FOR RECORD ON THE

23rd day of October 19 89

at 3:22 o'clock P. M.

and RECORDED October 24th 19 89 in

DEED BOOK 556 PAGE 972-976 incl.

John M. Schaeffer COUNTY RECORDER

RECORDERS FEE \$ 16.00 Paid

MUEHLHAUSER & MOORE
ATTORNEYS AT LAW

422 COLUMBUS AVENUE
P.O. BOX 790
SANDUSKY, OHIO 44870

SA 68033e-A
LAWYERS TITLE INS. CORP
BOX 1290 SANDUSKY, OHIO 44870

556 976

291322 Certificate for Transfer of Real Estate

VOL 460 PAGE 298

Revised Code, Sec. 2113.61

Court of Common Pleas, Probate Division, Erie County, Ohio

In the Matter of

THE ESTATE OF

No. 18,553

William L. Rosin

Deceased

Certificate for Transfer of Real Estate

To the Recorder of Erie County, Greeting:

I hereby certify that the records of this Court show that

William L. Rosin, a resident of

the Township of Huron in said County, died testate on the

(testate or intestate)

28th day of October, 1976, (1)

That his Last Will and Testament was filed in the Court of Common Pleas, Probate Division, of Erie County, Ohio, on November 5, 1976, admitted to probate on November 5, 1976, and recorded in Volume 87, Page 335, of the Record of Wills in said County

and that on the ninth day of November, 1976, (2) Annette F. Rosin

was appointed by this Court, (3) executrix

of the estate of said decedent; that said estate is being administered under No. 18,553 and a memorandum record of said estate can be found in Administration Docket No. 19, Page 328 of the Records of the Court of Common Pleas, Probate Division, of Erie County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:—

PARCEL ONE:

Situated in the City of Sandusky, County of Erie, and State of Ohio:
Being Lot Number Eighty-One (81) on Warren Street.
Said premises being also known as No. 1115 Warren Street, Sandusky, Ohio.
Prior Deed Reference: Volume 112, Page 519.

PARCEL TWO A:

Being an undivided one-half interest in the following-described premises:
Situated in the City of Sandusky, County of Erie, and State of Ohio:
Being Lot Number Eighty-Five (85) on Warren Street.
Said premises being also known as No. 1125 Warren Street, Sandusky, Ohio.
Prior Deed Reference: Volume 211, Page 192.

PARCEL TWO B:

Being an undivided one-half interest in the following-described premises:
Situated in the City of Sandusky, County of Erie, and State of Ohio:
Being Lot Number Eighty-Three (83) on Warren Street.
Said premises being also known as No. 1119 Warren Street, Sandusky, Ohio
Prior Deed Reference: Volume 211, Page 192.

PARCEL THREE:

Situated in the City of Sandusky, County of Erie, and State of Ohio:
Being the east forty-one (E. 41) feet of Lots Numbers Twenty-Two (22) and Twenty-Four (24), and the east forty-one (E. 41) feet of the north twenty-one and four-tenths (N. 21.4) feet of Lot Number Twenty-Six (26) on Carr Street.
Said premises being also known as No. 1304 Tyler Street, Sandusky, Ohio.
Prior Deed Reference: Volume 110, Page 626.

1. If testate, "that _____ last will and testament was filed in the Court of Common Pleas, Probate Division, of _____ County, Ohio, on _____ 19____, admitted to probate on _____ 19____, and recorded in Vol. _____ Page _____ of the Record of Wills in said County."
2. In case of no administration, insert "an order was made by the Court relieving said estate from administration and directing delivery of personal property and transfer of real estate to the persons entitled thereto, and _____" and cross out lines relative to record, or if under last paragraph of Sec. 2113.61 write in pertinent facts.
3. "Administrator," "Executor" or "Commissioner to execute instruments of conveyance."

PARCEL FOUR:

Situated in the Township of Huron, County of Erie, and State of Ohio:
Being in the Third (3rd) Section in said township, and bounded and described
as follows:

Being 28.69 acres taken from the east part of Lot Number Twenty-Eight (28),
and also one (1) acre taken from the northeast corner of Lot Twenty-Seven
(27), excepting two and one-half (2-1/2) acres now or formerly owned by Har-
low Aiken; and further described as follows: Beginning, for boundary of said
two tracts, at the northeast corner of Lot Number Twenty-Seven (27); thence
South 89 degrees West 4.67 chains; thence South 3-1/2 degrees East 5.39 chains
to the center of the Huron Road; thence South 89-3/4 degrees West 1.89 chains
in the center of said road; thence North 3-1/2 degrees West 49.84 chains to
the marsh; thence South 76 degrees East to the Northeast corner of Lot Number
Twenty-Eight (28); thence South 3-1/2 degrees East 43 chains to the place of
beginning; containing 27.65 acres, more or less. Excepting therefrom 0.21 acres
conveyed to Board of County Commissioners, as recorded in Volume 128 of Deeds,
Page 281.

Prisd Deed Reference: Volume 129, Page 3.

wa 400 rec 209

PARCEL FIVE:

WOL 460 PAGE 300

Situated in the Township of Huron, County of Erie, and State of Ohio:
Being that part of Lot Number Four (4) in the plat of a subdivision of parts of original lots Numbers Twenty-Seven (27) and Twenty-Eight (28), in Section Number Three (3), in Huron Township, Erie County, Ohio, made by Commissioners in partition of the estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, Page 328, Erie County Common Pleas Court, bounded and described as follows:

Beginning at the intersection of the east line of said Lot Number Four (4) and the north line of Property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio, by deed recorded in Volume 128 of Deeds, Page 284, Erie County, Ohio, records; running thence westerly, along said last-mentioned line, to a point twenty (20) feet west, measured at right angles thereto, from the east line of said lot Number four (4); thence north, along a line twenty (20) feet west of and parallel with the east line of said lot number four (4), to a point three hundred ten (310) feet north of the south line of said original lot number twenty-eight (28) in said section number three (3); thence west, parallel with the south line of said original lot number twenty-eight (28) to the west line of said lot number four (4); thence north, along the west line of said lot Number four (4), to the northwest corner thereof; thence easterly, along the north line of said lot number four (4) to the northeast corner thereof; thence south, along the east line of said lot number four (4), to the place of beginning, containing 18.50 acres, more or less.

Prior Deed Reference: Volume 148, Page 179.

PARCELS SIX A & SIX B:

Situated in the Township of Huron, County of Erie, and State of Ohio:
Being 2-1/2 acres of land in the Third Section of said Township, and bounded as follows: On the north and west, by lands owned by Henry Matern; on the South, by the Huron and Sandusky Road; and on the east, by lands of the heirs of Thomas Hughes. Being the same premises conveyed to Ortugal Curtis by deed dated January 19, 1891, and recorded in Volume 55 of Deeds, Page 177.

Prior Deed Reference: Volume 148, Page 561.

PARCEL SEVEN:

Situated in the Township of Huron, County of Erie, and State of Ohio:
Being that part of Subdivision Number Two (2) in the Partition of the Estate of Robert J. Hinde, deceased, as made by Commissioners in the Court of Common Pleas of Erie County, Ohio, as per volume 7, Common Pleas Code Record, Page 324, in Lot Number Twenty-Seven (27), Section Number Three (3), Huron Township, Erie County, Ohio, bounded and described as follows: On the north, by the center line of the Cleveland-Sandusky Road (so-called); on the east, by the westerly line of the land conveyed to Mrs. Anna Lewis by deed recorded in Volume 112 of Deeds, page 210, Erie County, Ohio, records; on the south, by the northerly line of the right-of-way of the New York Central Railroad Company; and on the west, by the easterly line of the land conveyed to William Farrell by deed recorded in Volume 66 of Deeds, Page 116, Erie County, Ohio, records; said premises having a frontage of 60.07 feet, measured in the center line of the Cleveland-Sandusky Road, and containing 0.514 of an acre, more or less.

Prior Deed Reference: Volume 185, Page 300.

PARCEL EIGHT:

Situated in the Township of Huron, County of Erie, and State of Ohio:
That part of Lot Number Twenty-Seven (27), in Section Number Three (3), bounded and described as follows: On the north, by the southerly line of the Cleveland-Sandusky Road (so-called), as now located; on the east, by the west line of the Camp Road (so called), as now located; on the south, by the northerly line of the right-of-way of the New York Central Railroad Company; and on the west, by land now or formerly owned by Thomas Farrell; Containing 1.376 acres, more or less. Being also known as part of Subdivision Number Two (2) of the plat made by Commissioners in partition of the Estate of Robert J. Hinde, deceased, and recorded in Code Record Volume 7, Page 324, Erie County Common Pleas Court. Subject to legal highways.

Prior Deed Reference: Volume 216, Page 235.

PARCEL NINE:

Situated in the Township of Huron, County of Erie, and State of Ohio:
Being in Lot Number Twenty-Seven (27), Section Three (3), and described as follows: Commencing at the northwest corner, thence running in a southwestern course 2 rods and 11 feet; thence in an easterly direction, along the L. S. & M. S. R.R. 99 feet; thence in a northern course, 5 rods and 3 feet; thence westerly, along the Huron Road, 4 rods to the place of beginning. The above description is off the west side of lands owned by Peter and Rosa Farrell.

Prior Deed Reference: Volume 328, Page 426.

That the names of the devisees or persons inheriting said real estate and the interests to them passing, are as follows:

Names	P.O. Address	Relationship	Interest Passing
Annette F. Rosin	5517 W. Cleveland Road, Huron, Ohio, 44839	Surviving Spouse	Entire Interest

This Conveyance has been examined and the
Grantor has complied with Section 519.202
of the Revised Code.

FEE \$ _____

EXEMPT ☒

GERALD SCHWEINFURTH, County Auditor

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate....., to the names of the persons set forth, and that this certificate be recorded by the

Recorder of Erie County, in the deed records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 11 day of July, 1977.

JAMES A. YOUNG

Judge

By Theresa Funderberg
Deputy Clerk

291322

No. 18,553

Doc. 19..... Page 328 FILED.....

Court of Common Pleas,

Probate Division

Erie..... County, O.

1977 JUL 8 PM 1:34

In the Matter of the Estate of

WILLIAM F. SCHERER

RECORDER
ERIE COUNTY, OHIO

CERTIFICATE FOR TRANSFER
OF REAL ESTATE

Transferred..... July 8, 1977

John U. Scherer
Auditor

By *R. H.*

Deputy

Fee \$3.50 H. Received for Record BP

July 8th....., 1977

at 1:31 o'clock P. M. 1977 in Erie

Recorded Vol. 460 Page 298-302 inc.

John U. Scherer

Recorder

By *W. Scherer*

Deputy

County Auditor, Probate Division, Erie County, Ohio

VOL 460 PAGE 302

Louise Ferguson, et al.

To

William L. Rosin

KNOW ALL MEN BY THESE PRESENTS: That We, Louise Ferguson of Lorain, Ohio, Augusta Harrison, Detroit, Michigan, Emma Matern Weaver (Widow) of Sandusky, Ohio, Mary Matern (single) of Sandusky, Ohio, and Minna L. Matern (Single), of the City of Sandusky, County of Erie and State of Ohio, Grantor, in consideration of the sum of One Dollar and other valuable considerations, to us paid by William L. Rosin, of the City of Sandusky, County of Erie and State of Ohio, Grantee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to the said Grantee, William L. Rosin, his heirs and assigns forever, the following Real Estate, situated in the County of Erie, in the State of Ohio, and in the Third Section of the Township of Huron, and bounded and described as follows:

Being 28.69 acres taken from the east part of Lot 28 and also one acre taken from the northeast corner excepting $2\frac{1}{2}$ acres now in the possession of Harlow Aiken of Lot 27. Beginning for boundary of said two tracts at the northeast corner of Lot No. 27; thence south 89° west 4.67 chains; thence south $3\frac{1}{2}^{\circ}$ east 5.39 chains to the center of the Huron Road; thence south $89.3/4^{\circ}$ west 1.89 chains in the center of said road; thence north $3\frac{1}{2}^{\circ}$ west 49.84 chains to the marsh; thence south 76° east to the northeast corner of Lot 28; thence south $3\frac{1}{2}^{\circ}$ east 43 chains to the place of beginning, containing 27.65 acres more or less the same being the land apparted and set over to the said William J. Hinde by the Common Pleas Court in its partition of the estate of Robert J. Hinde, deceased.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantee, William L. Rosin, his heirs and assigns forever.

And the said Grantors, Louise Ferguson, Augusta Harrison, Emma Matern Weaver, Mary Matern and Minna L. Matern, for themselves and their heirs, do hereby covenant with the said Grantee, William L. Rosin, his heirs and assigns, that they are lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever, and that they will forever Warrant and Defend the same, with the appurtenances, unto the said Grantee, William J. Rosin, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors, Emma Matern Weaver (Widow) Mary Matern (Single) Minna L. Matern (Single) Louise Ferguson and Charles Ferguson, her husband, and August Harrison and William Harrison, her husband, who hereby releases their right of dower in the premises, have hereunto set their hands, this 31st day of December, in the year of our Lord one thousand nine hundred and twenty-five. (1925)

Signed and acknowledged in presence of:

J.F. Hertlein	}	Witnesses to signatures of Emma Matern Weaver, Mary Matern, Minna L. Matern and Charles Ferguson.	Emma Matern Weaver
Ivah Shepherd			Mary Matern
Donald N. Sweeney	}	Witnesses to signatures of Augusta and William Harrison	Minna L. Matern
Ida S. Blick			Louise Ferguson
David J. Howard	}	As to Louise Ferguson	Charles Ferguson
Elmer E. Finck			Augusta Matern Harrison
			William Harrison

THE STATE OF OHIO, ERIE COUNTY, SS: Be it Remembered, That on this 31st day of December, A.D. 1925, before me, the subscriber, a Notary Public in and for said county, personally came the above named Emma Matern Weaver, Mary Matern, Minna L. Matern and Charles Ferguson, four of the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal

on the day and year last aforesaid.

(Notarial Seal)

Ivah Shepherd,
Notary Public.

-----oooOooo-----

THE STATE OF NEW YORK,)
ERIE COUNTY) SS:

Be it Remembered, That on this 8th day of January, 1926, before me, the subscriber, a Notary Public in and for said county, personally came Louise Ferguson, one of the above named grantors, and acknowledged the signing of the deed to be her voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(Notarial Seal)

Elmer E. Finck,
Notary Public.

My commission expires March 30, 1927.

STATE OF NEW YORK, COUNTY OF ERIE, SS: I, A.R. Atkinson, Clerk of the County of Erie, and also Clerk of the Supreme and County Courts for said County, said Courts being Courts of Record, having a seal, do hereby certify that Elmer E. Finck, whose name is subscribed to the certificate of the acknowledgment, proof or affidavit of the annexed instrument, and thereupon written, was, at the time of taking such acknowledgment, proof or affidavit, a Notary Public in and for the County of Erie, and resident in said County, commissioned and sworn and duly authorized by the laws of the State of New York to take the acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments lying and being in the State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe the signature to the said certificate of acknowledgment or proof is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts, at Buffalo, this 8th day of Jan. 1926.

(Seal)

A.R. Atkinson,
Clerk.

-----oooOooo-----

THE STATE OF MICHIGAN)
WAYNE COUNTY) SS:

Be it Remembered, That on this 7th day of January, 1926, before me, the subscriber, a Notary Public in and for said County, personally came Augusta Harrison, one of the above named grantors, and William Harrison, her husband and acknowledged the signing of the deed to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(Notarial Seal)

Donald N. Sweeney,
Notary Public.

My Commission expires Dec. 14, 1929.

Revenue Stamps \$5.50

Received January 14th, 1926 at 2:30 P.M.

Recorded January 18th, 1926

Fee for Record \$1.75

Richard E. Riegger,
Recorder.

PROOF READ

No. 25774

In the Matter of The Will of

Adelia Ann Pelton

Deceased. Devising Real Estate

Certificate Transmitted To County Recorder

Probate Court, Erie County, Ohio.

To the County Recorder of said County:

I, John Ray

Judge and Ex-Officio Clerk of the Probate Court within and for said county, do hereby certify that the last Will and Testament of Adelia Ann Pelton, late of Vermilion

Erie County, Ohio, deceased, was duly filed in said Court on the 13th day of December, 1910 for probate and record, and was admitted to Probate and Record by said Court on the 21st day of December, 1910. That such Will devises Real Estate situated in this County. That the following are the names of the devisees of the real estate, to-wit:

Eugene Josiah Pelton and Marion Pelton Levingood

That the following is a description of the real estate such as is contained in said Will, each parcel being stated separately with the names of the devisees of the same, to-wit:

Item 2. I give and bequeath to my grand-daughter, Marion Pelton Levingood, all household furniture, cooking utensils, beds and bedding, draperies and etc., also my horse, harness, cow, and also an undivided one-half of sheep which I now or may hereafter own at the time of my death, the other one-half interest being now owned by my son, the property to be hers absolutely.

Item 3. I give and bequeath to my sisters, Harriet E. Baker, Alice R. Kaldy, and Eva J. Hazen all of my clothing and personal wearing apparel, the same to be theirs absolutely, they to divide the same amongst them as they may see fit. I also give and bequeath to said Eva J. Hazen the piano I now own, and to the said Harriet E. Baker, I give and bequeath my watch and chain.

Item 4. All the rest, residue and remainder of my personal estate and of every kind and description I give and bequeath to my son, Eugene Josiah Pelton to be his absolutely.

Item 5. I give and devise to my son, Eugene Josiah Pelton, the use for and during his natural life time of an undivided one-half interest in all of my real estate wheresoever the same may be situated, and after his death said undivided one-half interest to go to and belong to my granddaughter, Marion Pelton Levingood, the same to be hers absolutely and in fee simple and subject only to said life estate. I further give and devise to my said son, Eugene Josiah Pelton, the other undivided one-half interest of my real estate, the same to be his absolutely and in fee simple, with this limitation and restriction, however, that he shall not sell or dispose of the same, or in any way encumber the same, at any time until ten years after my death.

Said Will is recorded in Will Record, Volume 16 Page 365 in said Court. Witness my signature and the seal of said Court, at Sandusky, Ohio, this 17th day of June, 1924

(Seal)
Received June 19th, 1924 at 8:00 A.M.
Recorded July 1st, 1924
Fee for Record \$.85

John Ray
Judge and Ex-Officio Clerk of said Court.
Richard E. Riegger,
Recorder.

Compared

No. 25810

In the Matter of The Will of

Dorothea Matern Baetz, Deceased. Devising Real Estate

Certificate Transmitted To County Recorder

Probate Court, Erie County, Ohio.

To the County Recorder of said County:

I, John Ray,

Judge and Ex-Officio Clerk of the Probate Court within and for said county, do hereby certify that the last Will and Testament of Dorothea Matern Baetz, late of Sandusky,

Erie County, Ohio, deceased, was duly filed in said Court on the 19th day of November, 1923 for probate and record, and was admitted to Probate and Record by said Court on the 26th day of November, 1923. That such Will devises Real Estate situated in this County. That the following are the names of the devisees of the real estate, to-wit:

Louise Matern Ferguson, Emma Matern Weaver, Augusta Matern Harrison, Mary Matern, Minna Matern

That the following is a description of the real estate such as is contained in said Will, each parcel being stated separately with the names of the devisees of the same, to-wit:

Item Two: I give, devise and bequeath all my estate, real, personal and mixed and wheresoever situate to my sisters, Louise Matern Ferguson, Emma Matern Weaver, Augusta Matern Harrison, Mary Matern and Minna Matern, share and share alike, to be theirs forever.

Said Will is recorded in Will Record, Volume 24, Page 212, in said Court. Witness my signature and the seal of said Court, at Sandusky, Ohio, this 9th day of June, 1924.

(Seal)
Received June 23rd, 1924 at 3:00 P.M.
Recorded July 5th, 1924
Fee for Record \$.50

John Ray,
Judge and Ex-Officio Clerk of said Court.
Richard E. Riegger,
Recorder.

Compared

J. Frank Donahue, Trustee,

To Dorothea Baetz, et. al.,

DEED.

KNOW ALL MEN BY THESE PRESENTS: That Whereas, on the 17th day of May, 1917, J. Frank Donahue was duly appointed and qualified as Trustee in Bankruptcy of the Estate of Henry Matern, Bankrupt, of the County of Erie, and State of Ohio, by the District Court of the United States of the Northern District of Ohio, Western Division, and, afterwards, to-wit, on the 20th day of August, 1917, filed his certain application in the said United States District Court for the Northern District of Ohio, Western Division, for an order of sale of the real estate hereinafter described as Parcel #1, and

Whereas, such proceedings were had in said action that on the 12th day of December, 1917, said Court finding the allegations of the application to be true, and that said real estate should be sold, as prayed for in said application, ordered that said J. Frank Donahue, Trustee in Bankruptcy, proceed accordingly to sell the real estate at public sale, free from all liens or dower interests, and,

Whereas, J. Frank Donahue, Trustee, therefore, proceeded to sell the property hereinafter described as Parcel #1, at public sale, on the 5th day of January, 1918, and made due report to said Court of the sale of said premises to Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern and Minna Matern, and

Whereas, on or about the 9th day of March, 1918, J. Frank Donahue, Trustee made application to the Court for an order of private sale of the property hereinafter described as Parcel #2, and

Whereas, on said 9th day of March, 1918, said Court having found the allegations of said application to be true, ordered that said Trustee proceed accordingly to sell said real estate at private sale, as provided in said Order of Sale, and

Whereas, on the 12th day of March, 1918, said J. Frank Donahue did proceed to sell said real estate to Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern, and Minna Matern, in accordance with said Order of sale, and made due report to the Court of his proceedings, and

Whereas, said Court has heretofore examined the proceedings of said J. Frank Donahue, aforesaid, under said Orders of Sale, and it appearing to said Court that said sales were in all respects legally made, ordered that the same be approved and confirmed and that said J. Frank Donahue should execute and deliver a proper deed to the purchaser of the real estate so sold.

All of which will more fully appear on the records of said Court, to which reference is here made.

NOW, THEREFORE, J. Frank Donahue, the said Trustee in Bankruptcy of the Estate of Henry Matern, Bankrupt, aforesaid, by virtue of said Judgment, orders of sale, sales and confirmations, and of the Statutes in such cases made and provided, and of the powers vested in him, and for and in consideration of the sum of Eight Hundred Dollars (\$800.00) paid to him by Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern and Minna Matern, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to the said Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern and Minna Matern, their heirs and assigns forever, the following real estate:

Being the one-seventh interest, subject to the life Estate of Lena Matern, and situated in the County of Erie, State of Ohio, and in the Third Section of the Township of Huron, and bounded and described as follows:

Parcel #1. Being twenty eight and sixty nine one hundredths acres taken from the east part of lot number twenty-eight. Also one acre taken from the north east corner excepting only two and a half acres now in the possession of Harlow Aiken of Lot Twenty seven. Beginning for boundary of said two tracts at the north east corner of said Lot Number Twenty seven, thence south 89 degrees west 4.67 chains.

thence south $3\frac{1}{2}$ degrees east 5.39 chains to the center of Huron Road. Thence south $89\text{-}3/4$ degrees west 1.89 chains in the centre of said road. Thence north $3\frac{1}{2}$ degrees west 49.84 chains to the marsh, thence south 76 degrees east to the north east corner of lot number twenty eight, thence south $3\frac{1}{2}$ degrees east 43 chains to the place of beginning, containing twenty nine and $69/100$ acres more or less, being the same lands aparted and set over to the said William J. Hinde by the Common Pleas Court of Erie County in its partition of the Estate of Robert J. Hinde, deceased.

Parcel #2. Situate in the City of Sandusky, County of Erie, and State of Ohio, and being an undivided $1/14$ interest in the west $\frac{1}{2}$ foot of Water lot 62 south of Railroad Street, and the east $19\frac{1}{4}$ feet off of Water Lot 63 south of Railroad Street, subject, however, to the life Estate of Lena Matern.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Dorothea Baetz, Louise Ferguson, Emma Weaver, Augusta Harrison, Mary Matern and Minna Matern, their heirs and assigns forever, as fully and completely as he, the said J. Frank Donahue, as said Trustee, by virtue of said judgment, orders of sale, sales and confirmations, and of the Statutes made and provided for such cases, might or should sell or convey the same.

IN WITNESS WHEREOF, the said J. Frank Donahue, as such Trustee, has hereunto set his hand, this 8th day of April, A. D. 1918,

Signed and acknowledged:

Joseph G. Pyle,

J. Frank Donahue,

M. T. Osborn,

STATE OF OHIO, COUNTY OF ERIE, SS:

BE IT REMEMBERED, that on the 8th day of April, A. D. 1918, before me, the subscriber, a Notary Public in and for said County, personally came the above named J. Frank Donahue, as Trustee in Bankruptcy of the estate of Henry Matern, Bankrupt, the grantor in the foregoing deed, and acknowledged the signing of the same to be his voluntary act and deed, as such trustee in bankruptcy for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(NOTARIAL SEAL) Revenue Stamps \$1.00

Joseph G. Pyle, Notary Public,
Erie County, Ohio.

Received April 16, 1918. At 8.40 A.M.

George F. Burmeister, Recorder.

Recorded April 16, 1918. Fee \$1.85

Compared

Henry Matern, Deceased,

To

Dora Baetz,

CERTIFICATE TRANSMITTED TO COUNTY RECORDER.

In the Matter of the Will of Henry Matern, Deceased. Probate Court, Erie County, Ohio.

To the County Recorder of said County: I, John Ray, Judge and Ex-Officio Clerk of the Probate Court within and for said County, do hereby certify that the last Will and Testament of Henry Matern, late of Erie County, Ohio, deceased; was duly filed in said Court on the 20th day of April, 1898 for probate and record, and was admitted to Probate and Record, by said Court on the 20th day of April, 1898. That such Will devises real estate situated in this County. That the following are the names of the devisees of the real estate, to-wit:- Dora Baetz, Henry Matern, Jr., Louisa Ferguson, Emma Weaver, Augusta Harrison, Minnie Matern and Mary Matern, and his wife, Lina Matern.

That the following is a description of the real estate such as is contained in said Will, each parcel being stated separately, with the names of the devisees of the same, to-wit:-

I give, and devise to my beloved wife, in lieu of her dower all my property both real and personal, together with all choses in action for and during her life, provided she so long remains my widow, and after her death or marriage, I give, devise and bequeath all of my said property and estates unto my children forever, share and share alike.

Said Will is recorded in Will Record, vol. 11, Page 148, in said Court.

Witness my signature and the Seal of said Court, at Sandusky, Ohio, this 12th day of April, 1918.

(SEAL)

John Ray, Judge and Ex-Officio Clerk of said Court.

Received April 16, 1918. At 8.40 A.M.

Recorded April 16, 1918. Fee \$.75

George F. Burmeister, Recorder.

COMPLETED

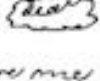
Doctor Smith

To Henry Smith

(\$203 87 1/2)

Know all men by these presents that I Doctor Smith of the County of Erie and State of Ohio in consideration of the sum of One Thousand Fifty Dollars in hand paid by Henry Smith of Rural Township Mich have bargained and sold and do hereby grant bargain sell and convey unto the said Henry Smith his heirs and assigns forever the following premises situate in the County of Erie in the State of Ohio and in the Township of Vermillion and bounded and described as follows commencing at the South East corner of Lot No One Stanley tract in the third Section of Vermillion Township, thence North along the center of the State Road 167 Road to lands owned by Parker Lewis on Lot No two, thence West far enough to enclose Thirty Acres by a parallel line running South to said Township line, thence East to the place of beginning. Containing Thirty acres of land be the same more or less. To have and to hold said premises with the appurtenances unto the said Henry Smith his heirs and assigns forever. And this said Doctor Smith for himself and heirs do hereby covenant with the said Henry Smith his heirs and assigns that he is lawfully seized of the premises aforesaid that the premises are free and clear from all encumbrances whatever and that he will forever warrant and defend the same with the appurtenances unto the said Henry Smith his heirs and assigns against the lawful claims of all persons whomsoever.

And be it further known that I Anna Smith wife of the above named grantor in consideration of One Dollar to me in hand paid the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to said grantee his heirs and assigns all my right title and interest in and to the above granted Premises either by way of Dower or otherwise. In testimony whereof we the said Doctor Smith Anna Smith here to set our hand and seal this 16th day of December in the year of our Lord one thousand eight hundred and eighty three.

Signed sealed acknowledged and delivered in the presence of John Summers, Daniel Kerey } Doctor Smith 
 Anna Smith 
 The State of Ohio & Be it remembered that on this 16th day of December A D 1883 before me Erie County, O of the subscriber a Justice of the Peace came Doctor Smith the signer and sealer of the within conveyance and then and there acknowledged the same to be his act and deed for the uses and purposes therein expressed. And likewise came

wife of the said Doctor Smith who being by me examined separate and apart from her said husband and the contents of the within instrument being by me made known to her then and there acknowledged the same to be her act and deed by her voluntarily executed without fear of or coercion from her said husband and that she is still satisfied therewith.

John Summers Justice of the Peace
 Recd & Recorded the 1st of Feb'y 1884. J. D. Reed Recorder for E of Reed Dept

William J. Hinde

To Henry Matern

(\$203 87 1/2)

Know all men by these presents that I William J. Hinde of the Township of Huron of the County of Erie and State of Ohio in consideration of the sum of Eighteen Hundred Dollars in hand paid by Henry Matern of the City of Sandusky of the County of Erie & State of Ohio have bargained and sold and do hereby grant bargain sell and convey unto the said Henry Matern his heirs and assigns forever the following premises situate in the County of Erie in the State of Ohio and in the Third Section of the Township of Huron and bounded and described as follows: Being Twenty Eight & Sixty nine One hundredths acres taken from the East part of Lot Number Twenty Eight. Also One Acre taken from the North East corner excepting only two & one half acres now in the possession of Harlow Aiken of Lot Twenty Seven.

Beginning for boundary of said two tracts at the North East corner of said Lot Number Twenty Seven thence South 89 degrees West 118 $\frac{1}{2}$ chains, thence South 34 $\frac{1}{2}$ Degrees East 5 $\frac{3}{4}$ chains to the center of Huron Road, thence South 89 $\frac{3}{4}$ Degrees West 1 $\frac{2}{3}$ chains in the center of said Road, thence North three $\frac{1}{2}$ Degrees West 49 $\frac{2}{3}$ chains to the Marsh, thence South 7 $\frac{1}{2}$ Degrees East to the North East corner of Lot Number twenty eight, thence South 3 $\frac{1}{2}$ Degrees East 48 chains to the place of beginning containing twenty nine $\frac{1}{4}$ acres more or less being the same lands aforesaid & set over to the said William J. Hinde by the Common Pleas Court of Erie County in its partition of the Estate of Robert J. Hinde deceased.

To have and to hold said premises with the appurtenances unto the said Henry Matern his heirs and assigns forever. And the said William J. Hinde for himself and his executors administrators and heirs doth hereby covenant with the said Henry Matern his heirs and assigns that he is lawfully seized of the premises aforesaid that the premises are free and clear from all encumbrances whatever and that he will forever warrant and defend the same with the appurtenances unto the said Henry Matern his heirs and assigns against the lawful claims of all persons whomsoever. And be it further known that I Elisor Hinde wife of the above named grantor in consideration of One Dollar to her in hand paid the receipt whereof is hereby acknowledged do hereby remise release and forever quit claim to said Grantee his heirs and assigns all my right title and interest in and to the above granted Premises either by way of Deed or otherwise.

In testimony whereof one the said William J. Hinde & Elisor Hinde have hereunto set their hands and seals this Thirtieth day of January in the year of our Lord one thousand eight hundred and eighty four.

Signed sealed acknowledged and delivered in the presence of J. S. Beecher. John S. Beecher }
 The State of Ohio } Be it remembered that on this Thirtieth day of January A.D. 1884
 Erie County, O. } before me the subscriber a Notary Public came William J. Hinde the signer and sealer of the within conveyance and then and there acknowledged the same to be his act and deed for the uses and purposes therein expressed. And likewise came Elisor Hinde wife of the said William J. Hinde who being by me examined separate and apart from her said husband and the contents of the within instrument being by me made known to her then and there acknowledged the same to be her act and deed by her voluntarily executed without fear of or coercion from her said husband and that she is still satisfied therewith.

John S. Beecher Notary Public in & for Erie County Ohio
 Recd the 1st & Recorded the 2^d of Feb. 1884. J. O. Reed Recorder for O. J. Reed Dept

Lucas S. Beecher To Malcolm S. Beecher (3203 S. G.)
 Know all men by these presents that I Lucas S. Beecher of the City of Sandusky of the County of Erie and State of Ohio in consideration of the sum of Eighteen Hundred & Seventy five Dollars in hand paid by Malcolm S. Beecher of the Township of Perkins County of Erie & State of Ohio have bargained and sold and do hereby grant bargain sell and convey unto the said Malcolm S. Beecher his heirs and assigns forever the following premises situate in the County of Erie in the State of Ohio and in the Second Section of the Township of Perkins and bounded and described as follows: Twenty five acres of land taken from the Southernly side of Lot Thirty nine in said Section, bounded West by the center of the Road leading from Sandusky by Oakland Cemetery to Milan, Southernly by lands now owned by William Desit East by lands now owned by Adolow Gustin and North East by the Road

Gustavus & Eugenia Dildine

To

William Rosin

KNOW ALL MEN BY THESE PRESENTS, That Gustavus Dildine and Eugenia Dildine, husband and wife,

the Grantor s, for the consideration of One Dollar and Other Valuable considerations (\$1.00 etc.)

received to our full satisfaction of William Rosin,

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie, and State of Ohio:

That part of lot number four (4) in the plat of a subdivision of parts of original lots numbers twenty-seven (27) and twenty-eight (28), in section number three (3) in Huron Township, Erie County, Ohio, made by Commissioners in partition of the estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, page 328, Erie County Common Pleas Court, bounded and described as follows: Beginning at the intersection of the east line of said lot number four (4) and the north line of the property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio by deed recorded in Volume 128 of Deeds Page 284, Erie County, Ohio records; running thence westerly, along said last mentioned line, to a point twenty (20) feet west, measured at right angles thereto, from the east line of said lot number four (4); thence north, along a line twenty (20) feet west of and parallel with the east line of said lot number four (4), to a point three hundred ten (310) feet north of the south line of original lot number twenty-eight (28) in said section number three (3); thence west, parallel with the south line of said original lot number twenty-eight (28) to the west line of said lot number four (4); thence north, along the west line of said lot number four (4), to the northwest corner thereof; thence easterly, along the north line of said lot number four (4) to the northeast corner thereof; thence south, along the east line of said lot number four (4), to the place of beginning, containing 18.50 acres more or less.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, his heirs and assigns forever.

And we the said Grantor s, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the encasing of these presents we are well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever.

and that we will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever.

xxx

IN WITNESS WHEREOF, We have hereunto set our hands, the 23rd day of February, in the year of our Lord, One Thousand Nine Hundred and thirty-four.
Signed and Acknowledged in the presence of

Magdalena M. Simon

Gustavus Dildine

H. E. Ford

Eugenia Dildine

THE STATE OF OHIO, ERIE COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named

Gustavus Dildine and Eugenia Dildine, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio, this 23rd day of February, A. D. 1934.
(Notarial Seal)

Revenue Stamp \$2.00
Received Feb. 27th, 1934, at 1:20 P.M.
Recorded March 1st, 1934.
Fee for Record \$1.05

H. E. Ford,
Notary Public
Norman R. Brown
Recorder

No. 757.

James and Mary J. Dildine. To

Gustavus Dildine.

WARRANTY DEED.

Know all Men by these Presents, That I, James Dildine a married man residing in Huron Township,

in the County of Erie and State of Ohio

in consideration of the sum of One Dollar in hand paid by

of same place have bargained and sold, and do hereby grant, bargain, sell and convey unto the said

heirs and assigns forever, the following premises, situate in the County of Erie in the State of Ohio and in the Third (3) Section

and being parts of Lots twenty-seven (27) and twenty-eight (28)

in said third section (3). For a more particular description

see the records of the Common Pleas Court of Erie County,

Ohio, at the February term 1860, in the partition case of

the heirs of and devisees of Robert J. Stinde said

premises being therein described as Lot Four (4)

Also see deed of Peter Theisen and wife to Maud

Beecher recorded in Vol. Thirty Nine (39), page (325) of

Erie County Record of Deeds. Containing twenty-three (23)

Acres, be the same more or less.

To Have and to Hold said premises, with the appurtenances, unto the said

Gustavus Dildine, his heirs and assigns forever.

And the said

for himself and his Executor, Administrator and Heirs do hereby covenant with the said

heirs and assigns, that he is lawfully seized of the premises aforesaid

that the said premises are free and clear from all incumbrances whatsoever,

and that he will forever warrant and defend the same, with the appurtenances, unto the said

heirs and assigns, against the lawful claims of all persons whomsoever.

And be it further known, That I, Mary J. Dildine, wife

of the above named grantor, in consideration of One Dollar, to me in hand paid, the receipt whereof is hereby

acknowledged, do hereby remise, release and forever quit-claim to said grantee, his heirs and assigns, all

my right, title and interest in and to the above granted premises, either by way of dower or otherwise.

In Testimony Whereof, We the said James Dildine and Mary J. Dildine

hereunto set our hand and seal this 20th day of August in the year of our Lord One

Thousand Nine Hundred and Four.

Signed, Sealed, Acknowledged and Delivered in presence of

John Casey
Kate A. HallJames Dildine.
Mary J. Dildine.

THE STATE OF OHIO, ss. Erie COUNTY, ss.

Be it Remembered, That on this Twentieth day of August A. D. 1904

personally appeared the above named grantors,

James Dildine and Mary J. Dildine,

his wife, and acknowledged the signing and sealing of the within and foregoing

conveyance to be their voluntary act and deed for the uses and purposes therein expressed, and that they are still satisfied therewith.

In Testimony Whereof, I have hereunto set my hand and official seal, this 20th day of August, A. D. 1904.

John Casey, Justice of the Peace. Recorder.

Received August 22nd 1904, at 2:45 P.M.

Recorded August 23rd 1904

No. 55534

WARRANTY DEED

Clarence Curtis

To

William L. Rosin

KNOW ALL MEN BY THESE PRESENTS, That I, Clarence Curtis, married,

the Grantor, for the consideration of One Dollar and Other Valuable Considerations (\$1.00 etc.,)

received to my full satisfaction of William L. Rosin,

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, his heirs and assigns, the following described premises, situated in the Township of Huron, County of Erie, and State of Ohio:

Being two and one-half (2½) acres of land situated in the Third Section of Huron Township and bounded as follows: On the North and West by lands owned by Henry Matern, on the South by the Huron and Sandusky Road and on the East by lands of the heirs of Thomas Hughes. Being the same premises conveyed to Ortugal Curtis by deed dated Jan. 19th, 1891 and recorded in Volume 55, Page 177, Erie County Deed Records.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof unto the said Grantee, be the same more or less, but subject to all legal highways, his heirs and assigns forever.

And I, Clarence Curtis, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the encasing of these presents I am well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever.

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, his heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration I, Norma Curtis, wife of Clarence Curtis,

do hereby remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, all my right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, We have hereunto set our hand at the 5th day of March, in the year of our Lord, One Thousand Nine Hundred and Thirty-five.

Signed and Acknowledged in the presence of

Winifred L. Dempsey

Clarence Curtis

Marion K. Roth

Norma Curtis

THE STATE OF OHIO,
personally appeared the above named

ERIE

COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State,

Clarence Curtis and Norma Curtis,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio, this 5th day of March, A. D. 1935.

(Notarial Seal)

Revenue Stamps \$7.50
Received Mar. 9th, 1935, at 8:20 A.M.
Recorded Mar. 13th, 1935.
Fee for Record \$.75

Winifred L. Dempsey,
Carl A. Speir, Notary Public
Recorder

PROOF READ

AFFIDAVIT FOR TRANSFER OF REAL ESTATE INHERITED

Ortugal Curtis, Dec'd.

To

Heirs

STATE OF OHIO, ERIE COUNTY, SS: Sarah Curtis, being duly sworn, deposes and says that Ortugal Curtis, died intestate on or about February 5th, 1915, leaving the said Sarah Curtis, aged 76 years his widow, and Clarence Curtis, aged 42 years, his son, and sole heir at law.

Affiant further says that the said Ortugal Curtis at the time of his death was the owner of the following described real estate, as listed on the Grand List of the County Auditor's Office, to-wit: Situated in the State of Ohio, County of Erie and in the Third Section of Huron Township, viz:

R.	T.	S.	Lot	Description
22	6	3	27	Southeast corner north of road, 2½ acres.
22	6	3	26	South side of road except .13 acres right-of-way, 6.12 acres.

Affiant further says that there has been no administration of the estate of the said Ortugal Curtis, and there there are no debts of any nature against said estate.

Affiant further says that the said Clarence Curtis, is now the owner of said real estate, subject to the dower estate of affiant, said Sarah Curtis, widow of the said Ortugal Curtis, deceased, said title passing by way of inheritance.

Sarah Curtis.

Sworn and subscribed to before me this 31st day of December, A.D. 1925.

(Notarial Seal)

A.C. Close,
Notary Public.

Received March 1st, 1926 at 9:30 A.M.

Recorded March 2nd, 1926.

Fee for Record \$.50

Richard E. Riegger,
Recorder.

PROOF READ

No. 31786

WARRANTY DEED

Henry Curtis, Trustee.

To

Albert & Frances Laessle

KNOW ALL MEN BY THESE PRESENTS: THAT Henry Curtis, Trustee, of the City of Sandusky County of Erie and State of Ohio, Grantor in consideration of the sum of One Dollar and other valuable considerations to him paid by Albert and Frances Laessle of the City of Sandusky, County of Erie and State of Ohio, Grantees, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell and convey to the said Grantees, Albert and Frances Laessle, their heirs and assigns forever, the following Real Estate, situated in the County of Erie in the State of Ohio, and in the City of Sandusky, and bounded and described as follows:

Situated in the Fourth Ward of said city and being the West one-half of the center one-third of Lot No. seven (7) Fulton Street and an alley-way running between two houses on said center one-third of Lot No. seven (7), to be kept open for the use and benefit of the owners of the East one-half and the West one-half of the center one-third of lot No. seven (7) and known as No. 710 W. Market Street.

TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, to the said Grantees, Albert and Frances Laessle, their heirs and assigns forever.

And the said Grantor, Henry Curtis, Trustee, for himself and his successors and assigns does hereby covenant with the said Grantees, Albert and Frances Laessle, their heirs and assigns, that he is lawfully seized of the premises aforesaid; that the said premises are Free and Clear from all Incumbrances whatsoever, except the taxes for the last half of 1925, payable in June, 1926, which the Grantor agrees to pay, the Grantees assuming and agreeing to pay all other taxes and assessments against said property. It is understood and agreed that said Grantor will pay all taxes and assessments prior to January 1st, 1926, and that he will forever Warrant and Defend the same with the appurtenances unto the said Grantees, Albert and Frances Laessle, their heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the said Grantor Henry Curtis, Trustee has hereunto set his hand this 23rd day of February, in the year of our Lord onethousand nine hundred and twenty-six (1926)

Signed and acknowledged in presence of:

Nell C. Bender
C.F. Brengartner

Henry Curtis, Trustee

THE STATE OF OHIO, ERIE COUNTY, SS: Be it Remembered, That on this 23rd day of February, A.D. 1926 before me the subscriber, a Notary Public in and for said county, personally came the above named Henry Curtis, Trustee, the Grantor, in the foregoing Deed and acknowledged the signing of the same to be his voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid. (Notarial Seal)

Geo. A. Beis, Notary Public.

Revenue Stamp \$2.00

Received March 1st, 1926 at 3:00 P.M.

Recorded March 2nd, 1926.

Fee for Record \$.85

Richard E. Riegger,
Recorder

PROOF READ

See Misc. Records, Vol. 4 - pg. 481

B I L L O F S A L E

Ida S. Reinheimer

To

Frank J. Lange, et al.

KNOW ALL MEN BY THESE PRESENTS: That Ida S. Reinheimer of the Village of Kelleys Island, Erie County, Ohio, for and in consideration of the sum of Four Thousand Dollars (\$4,000.00) in hand paid, the receipt of which is hereby acknowledged, have this day bargained and sold, and by these presents do hereby Sell, Transfer, Set over and Assign unto Frank J. Lange and Walter E. Brown, both of the Village of Kelleys Island, Erie County, Ohio, the following described personal property now located in the Village of Kelleys Island, Ohio, and being all that certain stock of merchandise, store fixtures, and other chattel property contained on the first floor and basement in a two-story frame building located on Lot Six Division Street in the Village of Kelleys Island, Ohio; also the personal property and chattels located in a frame shed situated on the same premises and in the rear of the two-story frame building aforesaid; also one Ford delivery truck, Motor No. 13912800, 1928 Truck License No. 92986, licensed in the name of Frank Reinheimer.

It is intended by the foregoing description to include all that stock of groceries and other merchandise as the same now is and which was formerly used by the late Frank J. Reinheimer in the conduct of his business as a merchant on Kelleys Island, Ohio.

The undersigned agrees to execute and deliver all such other instruments, assignments and transfers of title as may be required by law to fully effectuate the purpose and intent of this sale.

TO HAVE AND TO HOLD the above and foregoing personal property to the above vendees, Frank J. Lange and Walter E. Brown, and to their executors, administrators and assigns forever.

And the said Ida S. Reinheimer does hereby warrant that she has good title to the said property and good right to make this Bill of Sale and that she will forever warrant and defend the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Ida S. Reinheimer has hereunto set her hand this 15th day of September, 1928.

WITNESSES:

Viola Heinzerling
R. D. Mitchell

Ida S. Reinheimer

Received Sept. 20th, 1928, at 10:50 A.M.
Recorded Sept. 20th, 1928.
Fee for Record \$.65

Richard E. Riegger,
Recorder.

PROOF READ

No. 41038

A F F I D A V I TIn the Matter of Clarence Curtis

STATE OF OHIO, ERIE COUNTY, SS: Now comes Clarence Curtis, a resident of the Township of Huron, Erie County, Ohio, who being duly sworn deposes and says that his mother, Sarah Curtis, who held a dower estate in certain real estate described in Vol. 129, Page 143, Erie County Records of Deeds departed this life on the 9th day of August, 1928, and that he is now the sole owner of said real estate and further affiant saith not.

Clarence Curtis

SWORN to before me and subscribed in my presence this 22nd day of September, 1928.

(Notarial Seal)

F. Erich Hartmann,
Notary Public.

Received Sept. 24th, 1928, at 8:20 A. M.
Recorded Sept. 26th, 1928.
Fee for Record \$.35

Richard E. Riegger,
Recorder.

PROOF READ

No. 41039

A G R E E M E N TIn the Matter of the Heirs of Chas. J. Dircks, Dec'd.

We, the undersigned, do this 17th day of September, 1928, hereby agree to accept our respective portion of the Real Estate left by our late father, Charles J. Dircks and bequeathed to us by our dear mother, Amelia E. Dircks, and distributed as follows:

To Henrietta C. Breither: Part of Outlot No. 83 South of Old City Plat, comprising Three lots on Campbell Street in Sandusky, Erie County, Ohio.

To Clara A. Greene: A parcel of land in Lot No. 25, Section 3 in Groton Twp., Erie County, Ohio.

To Hilda C. Ingles: A parcel of land situate on North Bass Island in Put-in-Bay Township, Ottawa County, Ohio.

This agreement shall forever be binding on ourselves and our heirs and assigns.

Harlow H. AkinTo
Warranty Deed.Ortugal Curtis

Know all men by these presents that I Harlow H. Akin the grantor for the consideration of Five hundred and seventy five dollars \$575. received to my full satisfaction of Ortugal Curtis the grantee do give grant bargain sell and convey unto the said grantee his heirs and assigns the following described premises situated in the Township of Huron County of Erie and State of Ohio and known as Two and one half acres of land situated in the 3^d section of Huron Township and bounded as follows on the north and west by lands owned by Henry Matern on the south by the Huron and Sandusky Road and on the east by lands of the heirs of Thomas Hughes, be the same more or less but subject to all legal highways. To have & to hold the above granted and bargained premises unto the appurtenances thereto belonging unto the said grantee his heirs and assigns forever. And I the said grantor do for myself and my heirs executors and Administrators covenant with the said grantee his heirs and assigns that at and until the unsealing of these presents I am well seized of the above described premises as 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, that the same are free and clear from all incumbrances whatsoever and will warrant and defend said premises with the appurtenances thereto belonging to the said grantee his heirs and assigns forever, against all lawful claims and demands whatsoever, In witness whereof I hereunto set hand and seal the 19 day of January in the year of our Lord one thousand eight hundred and ninety one Signed Sealed and delivered in presence

of Gustavus Graham Martha Graham Harlow H. Akin Seal

The State of Ohio Before me a Justice of the peace in and for said County
Erie County & Personally appeared the above named Harlow H. Akin
who acknowledged that he did sign and seal the foregoing instrument &
that the same is his free act and deed, In testimony whereof I have hereunto
set my hand and official seal at Huron this 19th day of January A.D. 1891.
Gustavus Graham J. C.

Recd Jan. 21st Recorded Jan. 30th 1891.

Charles Traub Recorder for M. H. H. Dep't

Administrators Deed

Isaac B. Poyer - Admin
To

Jane Murry
Know all men by these presents that whereas I B. Poyer as Administrator of the Estate of William Murry deceased on the 7 day of November A.D. 1890 filed a petition in the Probate Court within and for the County of Erie and State of Ohio praying said Court for an order to sell the following described Real Estate of said William Murry deceased situated in the Village of Vermillion County of Erie and State of Ohio and known as Village lots Nos 440 and 441 fronting on Lake street, Also the west one half of Village lots Number 430 and 431 fronting on Perry street all in said Village of Vermillion Erie County Ohio, And whereas on the 10 day of December A.D. 1890 such proceedings were had by and before said Court that the said I. B. Poyer Administrator as afore said was ordered by said Court to sell said premises at private sale according to law free and discharged of the Dower Estate therein of Jane Murry widow of said William Murry deceased and for a price not less than appraised value thereof. And whereas the said I. B. Poyer Administrator as afore said

0383523

B762 2189

Vol 548 Page 131

RECEIPT AND CERTIFICATE

No 3976

BARNES' NURSERY & GARDEN CENTER, INC. formerly BARNES' ROSES, INC.

NAME

217082

NUMBER

DOMESTIC CORPORATIONS

ARTICLES OF INCORPORATION

✓ AMENDMENT -\$25.

MERGER/CONSOLIDATION

DISSOLUTION

✓ AGENT -\$1.

RE-INSTATEMENT

CERTIFICATES OF CONTINUED

EXISTENCE

MISCELLANEOUS

FOREIGN CORPORATIONS

LICENSE

AMENDMENT

SURRENDER OF LICENSE

APPOINTMENT OF AGENT

CHANGE OF ADDRESS OF AGENT

CHANGE OF PRINCIPAL OFFICE

RE-INSTATEMENT

FORM 7

PENALTY

MISCELLANEOUS FILINGS

ANNEXATION/INCORPORATION—CITY
OR VILLAGE

RESERVATION OF CORPORATE NAMES

REGISTRATION OF NAME

REGISTRATION OF NAME RENEWALS

REGISTRATION OF NAME—CHANGE
OF REGISTRANTS ADDRESS

TRADE MARK

TRADE MARK RENEWAL

SERVICE MARK

SERVICE MARK RENEWAL

MARK OF OWNERSHIP

MARK OF OWNERSHIP RENEWAL

EQUIPMENT CONTRACT/CHATTEL
MORTGAGE

POWER OF ATTORNEY

SERVICE OF PROCESS

MISCELLANEOUS

ASSIGNMENT—TRADE MARK, MARK
OF OWNERSHIP, SERVICE MARK,
REGISTRATION OF NAME

I certify that the attached document was received and filed in the office of TED W. BROWN, Secretary of State, at Columbus, Ohio, on the 15th day of September 71, and recorded on Roll B762 at Frame 2189 of the RECORDS OF INCORPORATION and MISCELLANEOUS FILINGS.

*Ted W. Brown*TED W. BROWN,
Secretary of State

Muehlhauser and Lucal

Filed By and Returned To:

P.O. Box 790-502 W. Washington St.

Sandusky, Ohio 44870 ATT: Geo. M. Muehlhauser, III

26.00

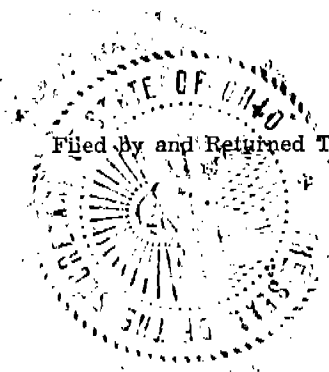
FEE RECEIVED: \$

BARNES' NURSERY & GARDEN CENTER, INC. formerly BARNES'

NAME:

ROSES, INC.

230-65



B762 2190

2-17082
APPROVED

By.....*[Signature]*

Date.....9/15/71

Amount.....25.00

230-65

548 ME 132

CERTIFICATE OF AMENDMENT
OF
THE ARTICLES OF INCORPORATION
OF
BARNES' ROSES, INC.

Harold A. Barnes, President, and Jeanne Barnes, Secretary/Treasurer, of Barnes' Roses, Inc., an Ohio corporation, do hereby certify:

That a meeting of the holders of the shares of said corporation entitling them to vote on the proposal to amend the Articles of Incorporation thereof as contained in the following Resolutions, was duly called and held on the 16th day of July, 1971, at which meeting a quorum of said Shareholders was present in person or by proxy, and that, by the affirmative vote of the holders of shares entitled under the Articles to exercise all of the voting power of the corporation on such proposal, the following Resolutions were adopted to amend the Articles:

RESOLVED, that the Articles of Incorporation of Barnes' Roses, Inc. be, and the same hereby are, amended by striking out in its entirety Article I thereof which reads as follows:

"FIRST. The name of said corporation shall be BARNES' ROSES, INC.",

and inserting in lieu thereof:

FIRST. The name of said corporation shall be BARNES' NURSERY & GARDEN CENTER, INC.;

B762 2191

and by striking out in its entirety Article II thereof which reads as follows:

"SECOND. The place in Ohio where its principal office is to be located is Routes 2 & 6, Huron, Erie County."

and inserting in lieu thereof:

SECOND. The place in Ohio where its principal office is to be located is 3511 West Cleveland Road, Huron, Erie County, 44839.

RESOLVED FURTHER, that the Certificate of Amendment of the Articles of Incorporation submitted to this meeting be, and the same hereby is, in all respects approved, authorized and adopted.

RESOLVED FURTHER, that the President and the Secretary of the corporation be, and they hereby are, authorized and directed to execute and file in the office of the Secretary of the State of Ohio, said Certificate of Amendment and to execute, deliver and file any other certificate or instrument which they may deem necessary or appropriate to render effective or otherwise fully to carry out the intent and purposes of these Resolutions.

IN WITNESS WHEREOF, said Harold A. Barnes, President, and Jeanne Barnes, Secretary/Treasurer, of Barnes' Roses, Inc., acting for and on behalf of said corporation, have hereunto subscribed their names this 16th day of July, 1971.

BY Harold A. Barnes
President

BY Jeanne Barnes
Secretary

Vol. 548 pg. 134

DO NOT WRITE
36208742
V423523
FILED

93 OCT 31 P1:35

JOHN F. SCHAEFER
RECORDER
ERIE COUNTY, OHIO

Received October 31st, 1988 at
1:35 P.M. Recorded November
1st, 1988 in Erie County Deed
Records, Vol. 548, Pages
131-134 inc.
John W. Schaeffer, Recorder.

This conveyance has been examined and the Grantor has
compiled with Section 1902 of the Revised Code

FILE 3 _____
EXAMINER _____

James William Cherry Auditor

THUS 31st

OCT 31 1988

James W. Cherry

FEE 1.00

10-31-88
J.W. Cherry
COUNTY CLERK

14.00 Paid

Laurel State

MICROFILMED

Know all Men by these Presents

That, Emma J. Linker, widow, of the Township of Huron, County of Erie, and State of Ohio,

_____, the Grantor ,

for the consideration of Ten Dollars (\$10.00) and other valuable considerations, —

~~Dollars, to~~ _____ received to her — full satisfaction of
Barnes Roses, Incorporated, R. F. D. #1, Huron, Ohio

~~That Barnes Roses, Incorporated, R. F. D. #1, Huron, Ohio, do hereby certify that the above described premises are situated in the Township of _____, County of _____, State of Ohio.~~

_____, the Grantees , does

Give, Grant, Bargain, Sell and Convey unto the said Grantees, — their _____
heirs and assigns, the following described premises, situated in the Township _____ of
_____ Huron _____, County of _____ Erie, _____ and State of Ohio:

Those parts of original lots numbers twenty-six (26) and twenty-nine (29), in section number three (3), in Huron Township, Erie County, Ohio, bounded and described as follows: Beginning at the intersection of the west line of said original lot number 26 and the northerly line of the right-of-way of The Lake Shore and Michigan Southern Railroad Company; running thence north 0 degrees 10 minutes west, along the west line of said original lot number 26, a distance of 643.2 feet to the line between said original lots numbers 26 and 29; thence north 0 degrees 29 minutes west, along the west line of said original lot number 29, a distance of 2838.0 feet to the southerly line of the property now or formerly owned by The Wyandotte Sporting Club, the same being the northerly line of said original lot number 29; thence south 87 degrees 16 minutes east, along said last mentioned line, 668.2 feet to the west line of the property now or formerly owned by George Faber and Henry Faber; thence south 0 degrees 10 minutes east, along said last mentioned line, 2837.54 feet to the line between said original lots numbers 26 and 29; thence south 0 degrees 06 minutes east, along the west line of the property now or formerly owned by Clarence Curtis, 1037.25 feet to the northerly line of the right-of-way of The Lake Shore and Michigan Southern Railroad Company; thence north 56 degrees 55 minutes west, along the northerly line of said right-of-way, 779.0 feet to the place of beginning, containing 55.53 acres, more or less, excepting therefrom that part thereof lying south of the center line of the Cleveland-Sandusky Road (so-called), containing 5.4 acres, more or less, Containing, exclusive of said exception 50.13 acres, more or less, but subject to legal highways.

Subject to rights, if any, under an easement or right-of-way for electric lines as granted by grantor to The Toledo Edison Company and The Ohio Public Service Company by the instrument dated October 30, 1947, and recorded in Volume 203, Erie County Deed Records, at Page 47.

The foregoing description is intended to describe and convey all lands owned by grantor lying north of the center line of the Cleveland-Sandusky Road, so called, and no other lands;



be the same more or less, but subject to all legal highways.

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And she, Emma J. Linker,
 the said Grantor, ~~do~~for herself and for her heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensealing of these presents, she was well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and ^{has} good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes accruing after the year 1949,

and that she will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration

do hereby remise, release and forever quit claim unto the said Grantee, heirs and assigns, all right and expectancy of Dower in the above described premises.

In Witness Whereof, I have hereunto set my hand, the 4th day of March, in the year of our Lord one thousand nine hundred and fifty

Signed and acknowledged in presence of
Roberts
Emma J. Linker

State of Ohio, } Before me, a Notary Public
Erie County, } ss. in and for said County and State, personally appeared the above named Emma J. Linker,

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.



In Testimony Whereof, I have hereunto set my hand and official seal, at Huron, Ohio, this fourth day of March, A. D. 1950
Harry E. Griswold
Notary Public

113818

Warranty Deed

Emma J. Linker, widow, A. A. SPEIR
RECORDER
ERIE CO. OHIO

TO
Harold Barnes and Guerdon Barnes,
Route #1, Old State Road,
Norwalk, Ohio,
Real Estate - H & C Bank
Huron

Transferred MAR - 7 1950 19
Emmett Schumacher
REC-20 B.

COUNTY OF ERIE SS
RECEIVED FOR RECORD ON THE
7th day of Mar. 1950
at 2:47 o'clock A. M.
and RECORDED Mar. 9th. 1950 in
DEED BOOK 215 PAGE 154-155

Carl A. Speir,
RECORDERS FEE \$ 1.90 Paid
SCHWER & MOORE
ATTORNEYS AT LAW
4-8 CABLE BLOCK
SANDUSKY, OHIO

QUIT - CLAIM DEED

Bowen G. & Lucy A. Suhr

To

Richard O. Guinter

KNOW ALL MEN BY THESE PRESENTS, That Bowen G. Suhr and Lucy A. Suhr, husband and wife, of Norwalk, Ohio, the Grantors, for divers good causes and considerations thereunto moving, and especially for the sum of One dollar (\$1.00) received to our full satisfaction of Richard O. Guinter, the Grantee, have given, granted, remised, released and forever quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said Grantee, his heirs and assigns, forever, all such right and title as we, the said Grantors, have or ought to have in and to the following described piece or parcel of land, situated, in the Township of Huron, County of Erie and State of Ohio:

and described as follows: Being known as sub-lot number two hundred and nineteen (219) Sandusky Avenue in Grand Forest Beach Allotment in original Huron Township, Second Section Lots Nos. 27-32-33 and 34 as shown by the recorded plat in Volume 8 of Maps, pages 15 and 16 of Erie County Records.

Subject to all legal highways, restrictions of Record and zoning ordinances if any.

TO HAVE AND TO HOLD the premises aforesaid, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns, so that neither the said grantor, nor..... heirs, nor any other persons claiming title through or under him, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, We have hereunto set our hands, the 20th day of November, in the year of our Lord one thousand nine hundred and forty-two.

Signed and acknowledged in
the presence of:

Charles Suhr
Marian M. Suhr

Bowen G. Suhr
Lucy A. Suhr

THE STATE OF OHIO, HURON COUNTY, SS., BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Bowen G. Suhr and Lucy A. Suhr, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Norwalk, Ohio, this 20th day of November, A. D. 1942.

(Notarial Seal)

Charles Suhr,
Notary Public.

Received November 21, 1942, at 10:33 A. M.
Recorded December 21, 1942.
Fee for Record \$.75

Carl A. Speir,
Recorder.

PROOF READ

No. 79549

CERTIFICATE FOR TRANSFER OF REAL ESTATEAndrew F. Linker, DeceasedToHeir

IN THE MATTER OF THE ESTATE OF
Andrew F. Linker, Deceased

PROBATE COURT, ERIE COUNTY, OHIO
No. 6501

TO THE RECORDER OF ERIE COUNTY, GREETING:

I hereby certify that the records of this Court show that Andrew F. Linker, a resident of the Township of Huron, in said County, died testate on the 16th day of March, 1942, that his last will and testament was filed in the Probate Court of Erie County, Ohio, on March 27, 1942, admitted to probate on June 3, 1942 and recorded in Volume 35, Page 514, of the Record of Wills in said County; and that on the 8th day of June, 1942, Emma J. Linker, was appointed by this Court, Executrix of the estate of said decedent; that said estate is being administered under No. 6501 and a memorandum record of said estate can be found in Administration Docket No. 10, Page 501, of the Records of the Probate Court of Erie County, Ohio.

That said decedent died seized of the following described parcels of real estate situated in your County:

Situated in the County of Erie, in the State of Ohio, and in the Township of Huron, and bounded and described as follows:

Those parts of original lots numbers 26 - 29 in Section No. 3, Huron Township, Erie County, Ohio, bounded and described as follows: Beginning at the intersection of the west line of said original lot 26 and the northerly line of the right-of-way of the Lake Shore and Michigan Southern R. R. Co; running thence north 0 degrees 10 min. west along the west line of said original lot 26 a distance of 643.2 feet to the line between said original lots 26-29; thence north 0 degrees 29 min. west along the west line of said original lot 28 a distance of 2838.0 feet to the southerly line of the property now or formerly owned by the Wyandotte Sporting Club, the same being the northerly line of said original lot No. 29; thence south 87 degrees 16 min. east along said last mentioned line 668.2 feet to the west line of the property now or formerly owned by George and Henry Faber; thence south 0 degrees 10 min. east along said last mentioned line 2837.54 feet to the line between said original lots 26-29; thence south 0 degrees .06 min. east along the west line of the property now or formerly owned

by Clarence Curtis, 1037.25 feet to the northerly line of the right-of-way of the Lake Shore and Michigan Southern R. R. Co.; thence north 56 degrees 55 min. west along the northerly line of said right-of-way 779.0 feet to the place of beginning; containing 55.53 acres of land, more or less.

Subject to a mortgage in favor of The Berlin Heights Banking Co., as recorded in Vol. 119, Erie County Mortgage Records, Pages 245-246 on which the principal balance is \$6,725.00.

Also the following-described premises:

Situated in the County of Erie, in the State of Ohio, and in the City of Sandusky, and being known as Lots Numbers Two (2) and Four (4) Fifth Street, of subplot 13 of out lot 39, east of Sycamore Line, in J. McKelvey's Subdivision recorded in Vol. 2 of Plats, page 25.

Also the following-described premises:

Situated in the County of Erie, in the State of Ohio, and in the City of Sandusky, and being known as lot number seven (7) Ogontz Street, and being two rods wide and six rods deep, in Porter and Harris' Subdivision, recorded in Vol. 2 of Plats, Page 16.

Also the following-described premises:

Situated in the County of Erie, in the State of Ohio, and in the City of Sandusky, and being known as Lot Number twenty-nine (29) Lindsley Street, in William Oehm's Addition, as per plat recorded in Vol. 20 of Plats, of Erie County Records.

Subject to a mortgage in favor of Albert S. Close, Trustee, as recorded in Vol. 122, Erie County Mortgage Records, Pages 315-316, in the amount of \$600.00.

Also the following-described premises;

Situated in the County of Erie, in the State of Ohio, and in the City of Sandusky, and being known as lot number twelve (12) on the east side of Meigs Street, be the same more or less, but subject to all legal highways.

Subject to a mortgage in favor of Albert S. Close, Trustee, as recorded in Vol. 123, Erie County Mortgage records, at Page 616, in the amount of \$300.00.

Also the following-described premises:

Situated in the County of Erie, in the State of Ohio, and in the City of Sandusky, and being known as lot number eighteen (18) on the west side of Meigs Street, be the same more or less, but subject to all legal highways.

That the names of the Devisees and the interests to them passing, are as follows:

NAMES	INTERESTS PASSING:
Emma J. Linker, R.D. #1, Huron, Ohio	Whole

It appearing to the satisfaction of this Court that all the provisions of law relative to the transfer of real estate of deceased persons have been fully complied with, it is ordered that such real estate be transferred upon the tax duplicate, to the names of the persons set forth, and that this certificate be recorded by the Recorder of Erie County, in the Deed Records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, this 20th day of November, 1942.

(Seal)

John W. Baxter, PROBATE JUDGE.

Helen Guendelsberger, Deputy Clerk.

Received November 21, 1942, at 11:03 A. M.

Recorded December 21, 1942.

Fee for Record \$1.20

Carl A. Speir,
Recorder.

In the Matter of The Will of

Gustavus Graham

Deceased. Devising Real Estate.

Certificate Transmitted To County Recorder.

Probate Court, Erie County, Ohio.

To the County Recorder of said County:

I, John Ray Judge and Ex-Officio Clerk of the Probate Court within and for said County, do hereby certify that the last Will and Testament of Gustavus Graham late of Erie County, Ohio. deceased, was duly filed in said Court on the 24th day of October 1916 for probate and record, and was admitted to Probate and Record by said Court on the 1st day of November 1916 That such Will devises Real Estate situated in this County.

That the following are the names of the devisees of the real estate, to-wit:

Andrew F. Linker

That the following is a description of the real estate such as is contained in said Will, each parcel being stated separately with the names of the devisees of the same, to-wit:

26. To my friend Andrew F. Linker I bequeath all the residue of my property both real and Personal the realty consists at present of about 55 acres of land lying north of the L. S. & M. S. R. R. in the 3rd section of Huron Township Erie County, Ohio, and Lots 12 and 18 Meigs St. in the City of Sandusky, O., Lots 7 Anderson Street, Lots 2 and 4 Fifth St. Lots 20 and 21 First Street all in the City of Sandusky, Ohio and any other property I may acquire to be the property of Andrew F. Linker After paying the above bequests

Said Will is recorded in Will Record, Volume 19 Page 251 in said Court.
Witness my signature and the seal of said Court, at Sandusky, Ohio,
this 17th day of March 1919

(Seal)

John Ray

Received March 25, 1919 at 3:00 P.M.

Judge and Ex-Officio Clerk of said Court.

Recorded March 26, 1919.

Geo. F. Burmeister

Fee for Record \$.50

Compared

Recorder

No. 7579

In the Matter of The Will of

Caroline Rudolph,

Deceased. Devising Real Estate.

Certificate Transmitted To County Recorder.

Probate Court, Erie County, Ohio.

To the County Recorder of said County:

I, John Ray Judge and Ex-Officio Clerk of the Probate Court within and for said County, do hereby certify that the last Will and Testament of Caroline Rudolph late of Erie County, Ohio. deceased, was duly filed in said Court on the 24th day of March 1919 for probate and record, and was admitted to Probate and Record by said Court on the 27th day of March 1919 That such Will devises Real Estate situated in this County.

That the following are the names of the devisees of the real estate, to-wit:

Otto Rudolph and Eda E. Schultz

That the following is a description of the real estate such as is contained in said Will, each parcel being stated separately with the names of the devisees of the same, to-wit:

Item Third: My real estate and the remainder of my property, I give, devise and bequeath an undivided one-third (1/3) to my son, Otto Rudolph, and undivided two-thirds (2/3) thereof to my daughter, Eda E. Schultz; to him and her heirs and assigns, respectively forever

Said Will is recorded in Will Record, Volume 21 Page 34 in said Court.
Witness my signature and the seal of said Court, at Sandusky, Ohio,
this 4th day of April 1919

(Seal)

John Ray

Received April 4, 1919 at 3:15 P.M.

Judge and Ex-Officio Clerk of said Court.

Recorded April 5, 1919.

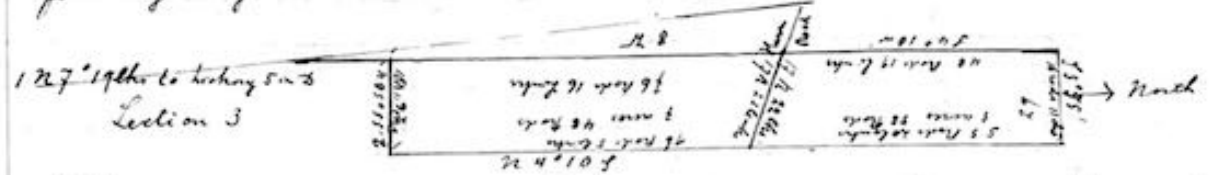
Geo. F. Burmeister,

Compared

Recorder

Samuel Hughes To Thomas Hughes

Know all men by these presents that I Samuel Hughes of the County of Erie & State of Ohio in consideration of the sum of two hundred & eighty dollars in hand paid by Thomas Hughes of the county of Erie Ohio have bargained & sold & do hereby grant bargain sell and convey unto the said Thomas Hughes his heirs & assigns forever, the following premises situate in the County of Erie in the State of Ohio & in the Township of Huron & bounded and described as follows being a lying in Lots No(26) & (29) in the 3rd Section of said township of Huron and bounded as follows, beginning at a point in the west line of said Lot(26) where the Huron & Sandusky Road cross said line thence running along said westline Southwly 76 rods & 16 links, thence N 85° 55' E 16 Rods & 11 links, thence N 4° 10' E 125 Rods, thence S 85° 55' W 16 Rods & 11 links to a point in the west line of said Lot (29) thence along said line S 4° 10' W 48 Rods & 19 links to the place of beginning as represented by the following diagram



To have & to hold said premises with the appurtenances unto the said Thomas Hughes his heirs & assigns forever, & the said Samuel Hughes for myself and heirs, do hereby covenant with said Thomas Hughes his heirs & assigns, that I am lawfully seized of the premises aforesaid, that the premises are free & clear from all incumbrances whatsoever & that I will forever warrant & defend the same with the appurtenances, unto the said Thomas Hughes his heirs & assigns, against the lawful claims of all persons whomsoever, and be it further known that I Sally Hughes wife of the above named Grantor in consideration of one dollar to me in hand paid, the receipt whereof is hereby acknowledged do hereby remise, release & forever quit claim to said Grantee their heirs & assigns, all right, title & interest in the above granted Premises either by way of dower or otherwise, In testimony whereof we the said Samuel Hughes & Sally Hughes have hereunto set our hands & seals this 3rd day of October in the year of our Lord one thousand eight hundred and fifty three,

Executed in presence of
J. G. Bigelow, George Hughes } Samuel Hughes (Sd)
Sally Hughes (Sd)
The State of Ohio } Be it remembered, that on this 3rd day of October A.D. 1853, before Erie County } me, the subscriber came Samuel Hughes the signer & sealer of the within conveyance, & then & there acknowledged the same to be his free act & deed for the uses & purposes therein expressed, & likewise came Sally Hughes wife of the said Samuel & being by me examined separately & apart from her said husband, & the contents of the within instrument being by me made known to her then & there acknowledged the same to be her free act & deed by her voluntarily executed, without fear of or coercion from her said husband & that she is still satisfied therewith, J. G. Bigelow

Notary Public and for said County of Erie
Received 6th Recorded 13th October 1853. Wm. Cunningham Depy Recorder.

Rush R. Sloane To S. W. Torrey

Know all men by these presents That I Rush R. Sloane of the County of Erie and State of Ohio in consideration of the sum of three hundred dollars in hand paid by S. W. Torrey of the same place have bargained & sold, and do hereby grant, bargain sell and convey unto the said S. W. Torrey his heirs and assigns forever, a certain tract of land, bounded & described as follows, The East one third (1/3) of Lots Number Sixty five (65) and sixty seven (67) on Warren Street in the City of Sandusky, County of Erie and State of Ohio, To have and to hold said premises, with the appurtenances unto the said S. W. Torrey his heirs and assigns forever, & the said Rush R. Sloane for himself & his heirs do hereby covenant with the said S. W. Torrey his heirs & assigns, that he is lawfully seized of the premises aforesaid, that said premises are free and clear from all incumbrances whatsoever and that he will forever warrant & defend the same with the appurtenances unto the said S. W. Torrey his heirs and assigns against

Return To: Patricia A. Hartley, The Citizens Banking Company, 100 E. Water St.,
Sandusky, Ohio 44870

OPEN-END MORTGAGE
(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is MARCH 18,
2010. The parties and their addresses are:

MORTGAGOR:

BARNES NURSERY, INC.

An Ohio Corporation

AS TO PARCEL #1

BARNES NURSERY & GARDEN CENTER, INC. AKA BARNES NURSERY, INC.,

AN OHIO CORPORATION AS TO PARCELS 2,3,4,5

3511 CLEVELAND ROAD WEST

HURON, OH 44839

LENDER:

THE CITIZENS BANKING COMPANY

Organized and existing under the laws of Ohio

100 East Water St.

Sandusky, OH 44870

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of
which is acknowledged, and to secure the Secured Debts and Mortgagor's
performance under this Security Instrument, Mortgagor grants, bargains, conveys and
mortgages to Lender, the following described property:

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

The property is located in ERIE County at 7000 KALAHARI DRIVE UNIT 1628,
SANDUSKY, OH 44870; 3419-3511-5513-5517 CLEVELAND ROAD WEST, HURON,
Ohio 44839.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and
gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber,
all diversion payments or third party payments made to crop producers and all existing
and future improvements, structures, fixtures, and replacements that may now, or at
any time in the future, be part of the real estate described (all referred to as Property).
This Security Instrument will remain in effect until the Secured Debts and all
underlying agreements have been terminated in writing by Lender.

2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security
Instrument at any one time will not exceed \$1,250,000.00. This limitation of amount
does not include interest and other fees and charges validly made pursuant to this

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Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5007882, dated May 21, 2003, from Mortgagor to Lender, with a maximum credit limit of \$1,250,000.00.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

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6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

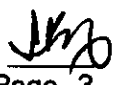
- A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.
- B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.
- C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name.

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Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will

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promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender. Unless otherwise prohibited or prescribed by state law, Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding. Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of Mortgagor's default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. DEFAULT. Mortgagor will be in default if any of the following occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

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D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include

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(unless prohibited by law) reasonable attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

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G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The

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Ohio Mortgage

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comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.

23. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Ohio, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any

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other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

30. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

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Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

31. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

32. WAIVER OF JURY TRIAL. If the parties do not opt for arbitration, then all of the parties to this Security Instrument knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Security Instrument or any other documents relating to the Secured Debts or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

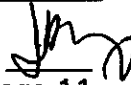
CONFESSION OF JUDGMENT. If Mortgagor defaults, Mortgagor authorizes any attorney to appear in a court of record and confess judgment against Mortgagor in favor of Lender. The confession of judgment may be without process and for any amount due on the Secured Debts including collection costs and reasonable attorneys' fees. This is in addition to other remedies.

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SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

MORTGAGOR:

BARNES NURSERY, INC.

By

JULIE L. BARNES FOSTER, SECRETARY/TREASURER

LENDER:

The Citizens Banking Company

By

Richard C. Finneran Jr., VP Commercial Lender

ACKNOWLEDGMENT.

(Business or Entity)

State OF Ohio, County OF Erie ss.

This instrument was acknowledged before me this 18th day of March, 2010 by JULIE L. BARNES FOSTER - SECRETARY/TREASURER of BARNES NURSERY, INC. an Ohio corporation, on behalf of the corporation.

My commission expires:

Penney G. Blanton
(Notary Public)



PENNEY G. BLANTON
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
April 30, 2014

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(Lender Acknowledgment)

____ OF _____, _____ OF _____ ss.
This instrument was acknowledged before me this _____ day of
_____, _____ by Richard C. Finneran Jr. -- VP Commercial
Lender of The Citizens Banking Company, a corporation, on behalf of the corporation.

My commission expires:

(Notary Public)

This instrument was prepared by Patricia A. Hartley, The Citizens Banking Company,
100 E. Water St., Sandusky, Ohio 44870

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Exhibit A

Situated in the Township of Huron, County of Erie and State of Ohio:

Parcel 1: Being Unit No. 1628 together with the undivided interest in and to the common elements and facilities appertaining to said unit of Kalahari Kondominiums of Sandusky, a Commercial Condominium, as the same is numbered, designated, delineated and described in the Declaration and on the Drawings thereof, of record, respectively, in Official Records RN 200508188 and Plat Volume 45, at pages 63 through 76, Recorder's Office, Erie County, Ohio as amended from time to time. *NBW*

Situated in the Township of Huron, County of Erie and State of Ohio:

Parcel 2 Those parts of original lots numbers twenty-six (26) and twenty-nine (29) in section number three (3) in Huron Township, Erie County, Ohio bounded and described as follows:

Beginning at the intersection of the west line of said original lot number 26 and the northerly line of the right of way of The Lake Shore and Michigan Southern Railroad Company; running thence north 0°10' west along the west line of said original lot number 26 a distance of 643.2 feet to the line between said original lots numbers 26 and 29; thence north 0°29' west along the west line of said original lot number 29 a distance of 2838.0 feet to the southerly line of the property now or formerly owned by The Wyandotte Sporting Club, the same being the northerly line of said original lot number 29; thence south 87°16' east along said last mentioned line, 668.2 feet to the west line of the property now or formerly owned by George Faber and Henry Faber; thence south 0°10' east along said last mentioned line, 2837.54 feet to the line between said original lots numbers 26 and 29; thence south 0°06' east along the west line of the property now or formerly owned by Clarence Curtis, 1037.25 feet to the northerly line of the right of way of The Lake Shore and Michigan Southern Railroad Company; thence north 56°55' west along the northerly line of said right of way, 779.0 feet to the place of beginning, containing 55.53 acres, more or less.

EXCEPTING THEREFROM that part thereof lying south of the center line of the Cleveland-Sandusky Road (so-called), containing 5.4 acres, more or less. Containing exclusive of said exception 50.13 acres, more or less. *NBW*

Parcel 3 Being in the Third Section in said Township, Erie County, Ohio and more fully described as follows:

Being 28.69 acres taken from the east part of Lot Number 28 and also one (1) acre taken from the northeast corner of Lot Number 27, excepting two and one-half acres now or formerly owned by Harlow Aiken and further described as follows:

Beginning for boundary of said two tracts, at the northeast corner of Lot Number 27; thence south 89° west 4.67 chains; thence south 3 1/2° east 5.39 chains to the center of the Huron Road; thence south 89 3/4° west 1.89 chains in the center of said road; thence north 3 1/2° west 49.84 chains to a point in the north line of Lot Number 28 and the southerly line of a 330.866 acre parcel conveyed to the State of Ohio, Department of Natural Resources by deed recorded in Volume 477, page 518 of Erie County Ohio Deed Records; thence south 76° east to the northeast corner of Lot Number 28; thence south 3 1/2° east 43 chains to the place of beginning, containing 27.65 acres, more or less.

EXCEPTING THEREFROM 0.21 acres conveyed to Board of County Commissioners as recorded in Volume 128, page 281 of Erie County Ohio Deed Records.

This description was prepared by Ben W. Buser, Jr., Registered Surveyor from deed of record with no survey being made in October, 1988. *NBW*

Exhibit A Continued

Parcel 4 Being that part of Lot Number Four (4) in the plat of a subdivision of parts of original Lots Numbers Twenty-seven (27) and Twenty-eight (28) in Section Number Three (3) in Huron Township, Erie County, Ohio made by Commissioners in partition of the Estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, page 328, Erie County Common Pleas Court, bounded and described as follows:

Beginning at the interseciton of the east line of said Lot Number Four (4) and the north line of property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio by deed recorded in Volume 128 of Deeds, page 284, Erie County Ohio Records; running thence westerly along said last mentioned line to a point twenty (20) feet west, measured at right angles thereto from the east line of said Lot Number Four (4); thence north along a line twenty (20) feet west of and parallel with the east line of said Lot Number Four (4) to a point three hundred ten (310) feet north of the south line of said original Lot Number Twenty-eight (28) in said Section Number Three (3); thence west parallel with the south line of said original Lot Number Twenty-eight (28) to the west line of said Lot Number Four (4); thence north along the west line of said Lot Number Four (4) to the northwest corner thereof; thence easterly along the north line of said Lot Number Four (4) to the northeast corner thereof; thence south along the east line of said Lot Number Four (4) to the place of beginning containing 18.50 acres more or less. *mbw*

Parcel 5 Being that part of Subdivision Lot Number Two (2) in the partition of the Estate of Robert J. Hinde, deceased, as made by commissioners in the Court of Common Pleas of Erie County, Ohio as per Volume 7, Common Pleas Code Record, page 324 in Lot Number Twenty-seven (27), Section Number Three (3), Huron Township, Erie County, Ohio lying north of the original centerline of Cleveland-Sandusky Road (so-called) being the same premises conveyed to Ortugual Curtis by Deed Volume 55, page 177, Erie County Records. Being further described as follows:

Beginning at a 3/4" iron pipe found in the northeast corner of said Subdivision Lot Number 2 and said Lot 27;

Thence north $86^{\circ}56'29''$ west along the north line of said Subdivision Lot Number 2 same being the north line of said Lot 27 a distance of 308.22 feet to the northwest corner of said Subdivision Lot Number 2;

Thence south $0^{\circ}11'31''$ east along the west line of said Subdivision Lot Number 2 a distance of 322.02 feet to the north line of lands conveyed to the Board of County Commissioners of Erie County by Deed Volume 128, page 282.

Thence south $80^{\circ}52'6''$ east along the north line of said Erie County lands a distance of 10.72 feet to the north right of way line of Cleveland-Sandusky Road.

Thence north $86^{\circ}28'40''$ west along the north right of way line of Cleveland-Sandusky Road a distance of 10.60 feet to the west line of said Subdivision Lot Number 2;

Thence south $0^{\circ}11'31''$ east along the west line of said Subdivision Lot Number 2 a distance of 20.40 feet to the original centerline of Cleveland-Sandusky Road;

Thence south $86^{\circ}28'40''$ east along the original centerline of Cleveland-Sandusky Road a distance of 308.22 feet to the east line of said Subdivision Lot Number 2 same being the east line of Lot 27 and the west line of Barnes Roses Inc. by Deed Volume 215, page 153 Erie County Records.

Thence north $0^{\circ}10'0''$ west along the east line of Subdivision Lot Number 2 a distance of 345.60 feet to the point of beginning, containing 2.4320 acres more or less. *mbw*

PARTIAL RELEASE OF MORTGAGE

THIS IS TO CERTIFY, that The Citizens Banking Company, ("Mortgagee"), whose address is 100 East Water Street, Sandusky, Ohio 44870, for valuable consideration, the receipt of which is hereby acknowledged, hereby releases and discharges from the operation of that certain Mortgage dated March 18, 2010, (The "Mortgage") granted by Barnes Nursery, Inc. an Ohio Corporation, Barnes Nursery & Garden Center, Inc., aka Barnes Nursery, Inc., An Ohio Corporation, ("Mortgagor") to The Citizens Banking Company, Mortgagee, in the original amount of \$1,250,000.00 and recorded in RN 201001990 Recorder's office, Erie County, the following described premises:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPER LEGAL DESCRIPTION),

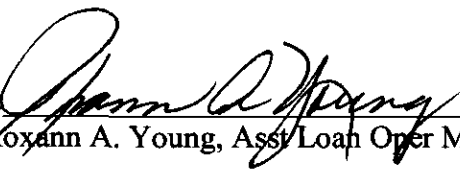
Being a portion of the property described in the mortgage.

PROVIDED, HOWEVER, THAT THIS RELEASE IS A PARTIAL RELEASE ONLY AND SHALL NOT BE CONSTRUED IN ANY MANNER TO WAIVE, RELEASE, IMPAIR OR AFFECT THE LIEN OF THE MORTGAGE UPON ANY OF THE OTHER REAL OR PERSONAL PROPERTY DESCRIBED THEREIN.

Signed this 24th day of February 2012.

THE CITIZENS BANKING COMPANY

By


Roxann A. Young, Asst Loan Oper Mgr

STATE OF OHIO, COUNTY OF ERIE, ss,

BE IT REMEMBERED, That on this 24th day of February, 2012, before me, a Notary Public in and for said County and State, personally appeared the above named THE CITIZENS BANKING COMPANY, by Roxann A. Young its Asst Loan Operations Manager, the individual who executed the foregoing instrument, and acknowledged that she did read and examine the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year aforesaid.

THIS INSTRUMENT PREPARED BY:
THE CITIZENS BANKING CO
100 E WATER STREET
SANDUSKY, OHIO



PATRICIA A.
HARTLEY
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
Dec. 29, 2013


Notary Public

HARTUNG TITLE ORDER # 12275882

**Parcel B
Lot Split and Consolidation
Barnes Nursery**

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Deed Volume 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof, said point being the principal place of beginning of the parcel herein described:

Thence North 87 degrees 12 minutes 32 seconds West along the northerly line of said parcel of land conveyed to Jeffry C. Hessler, 280.28 feet to its intersection with the easterly line of a parcel of land conveyed to Erie Metroparks by RN 200600702 from which point a 1 inch iron pipe found bears South 87 degrees 12 minutes 32 seconds East, 0.10 feet;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Erie Metroparks, 2355.52 feet passing over a 3/8 inch iron pin found, a total distance of 2717.27 feet to its intersection with the southerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Volume 477, Page 516 Erie County Deed Records;

Thence South 72 degrees 59 minutes 02 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 767.08 feet to an angle point therein;

Thence South 87 degrees 08 minutes 44 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 668.20 feet to its intersection with the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Volume 568, Page 433 Erie County Deed Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources and the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Deed Volume 005, Page 885 Official Records Erie County and the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records, 952.47 feet passing over a 5/8 inch iron pin with cap set, a total distance of 2171.47 feet to a 5/8 inch iron pin with cap set therein;

Thence South 89 degrees 57 minutes 20 seconds West, 1087.61 feet to a 5/8 inch iron pin with cap set;

Thence South 00 degrees 21 minutes 20 seconds East, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 87 degrees 12 minutes 32 seconds West, 20.03 feet to the principal place of beginning and containing 3,232,314 square feet or 74.2037 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

PARTIAL RELEASE OF MORTGAGE

THIS IS TO CERTIFY, that The Citizens Banking Company, ("Mortgagee"), whose address is 100 East Water Street, Sandusky, Ohio 44870, for valuable consideration, the receipt of which is hereby acknowledged, hereby releases and discharges from the operation of that certain Mortgage dated March 18, 2010, (The "Mortgage") granted by Barnes Nursery, Inc., An Ohio Corporation, ("Mortgagor") to The Citizens Banking Company, Mortgagee, in the original amount of 1,250,000.00 and recorded in RN201001990 Recorder's office, Erie County, Ohio and covering the following described premises:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPER LEGAL DESCRIPTION),
Being a portion of the property described in the mortgage.

PROVIDED, HOWEVER, THAT THIS RELEASE IS A PARTIAL RELEASE ONLY AND SHALL NOT BE CONSTRUED IN ANY MANNER TO WAIVE, RELEASE, IMPAIR OR AFFECT THE LIEN OF THE MORTGAGE UPON ANY OF THE OTHER REAL OR PERSONAL PROPERTY DESCRIBED THEREIN.

Signed this 2nd day December, 2014



THE CITIZENS BANKING COMPANY

By: Mary Ann Kiser
Mary Ann Kiser, Asst Loan Oper Mgr

STATE OF OHIO, COUNTY OF ERIE, ss,

BE IT REMEMBERED, That on this 2nd day of December, 2014, before me, a Notary Public in and for said County and State, personally appeared the above named THE CITIZENS BANKING COMPANY, by Mary Ann Kiser its Asst. Loan Operations Manager, the individual who executed the foregoing instrument, and acknowledged that she did read and examine the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year aforesaid.

5007882, 50078821, 501663
THIS INSTRUMENT PREPARED BY:

THE CITIZENS BANKING CO
100 EAST WATER ST.
SANDUSKY, OHIO



CHRISTINE M.
DONALDSON
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
Jan. 26, 2019

Christine M. Donaldson
Notary Public

Exhibit A

Situated in the Township of Huron, County of Erie and State of Ohio:

Parcel 1: Being Unit No. 1628 together with the undivided interest in and to the common elements and facilities appertaining to said unit of Kalahari Kondominiums of Sandusky, a Commercial Condominium, as the same is numbered, designated, delineated and described in the Declaration and on the Drawings thereof, of record, respectively, in Official Records RN 200508188 and Plat Volume 45, at pages 63 through 76, Recorder's Office, Erie County, Ohio as amended from time to time.

OPEN-END MORTGAGE AMENDMENT

THIS OPEN-END MORTGAGE AMENDMENT (the "Amendment") is made by and between **Barnes Nursery, Inc.**, aka Barnes Nursery & Garden Center, Inc., ("Mortgagor") and **Civista Bank**, formerly known as The Citizens Banking Company, ("Lender").

RECITALS

A. Mortgagor executed and delivered to Lender a Mortgage dated March 18, 2010 and recorded in the Official Records of the Erie County Ohio Recorder at Recording Number 201001990 (the "Mortgage" or the "Security Instrument") upon the real estate described in the attached **Exhibit A** in order to secure the obligations of Barnes Nursery, Inc., Robert W. Barnes and Sharon L. Barnes (collectively "Borrowers") under promissory note number 5007882 dated May 30, 2005 in the principal amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (the "Original Note").

B. The parties have agreed to, among other things, increase the principal amount of the Original Note and, to amend, increase and restate the obligations of Borrowers under the Original Note, have executed a promissory note, of even date herewith (the "Restated Note"), in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00).

C. The parties desire to amend the Mortgage to increase the maximum amount of the loan indebtedness and affirm that the Mortgage secures the obligations of the Restated Note.

AMENDMENT

In consideration of the premises and of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties acknowledge the Recitals and agree to amend the Mortgage as follows:

HARTUNG TITLE ORDER # E 212804

1. **Maximum Obligation Limit.** Section 2 is amended to delete the words "The total principal amount secured by this Security Agreement Instrument at any one time will not exceed \$1,250,000.00" and to insert the following in substitution for the deleted words:

"The total principal amount secured by this Security Instrument at any one time will not exceed \$1,400,000.00."

2. **Secured Debts and Future Advances.** Section 3A. is delete in its entirety and the following text is inserted in place thereof:

"The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 5007882, dated December 14, 2015, from Barnes Nursery, Inc., Robert W. Barnes and Sharon L. Barnes (collectively the "Borrowers") to Lender, with a maximum credit limit of \$1,400,000.00."

3. **Miscellaneous.** This Amendment shall be binding upon Mortgagor, its successors and permitted assigns, and shall inure to the benefit of and be binding on Mortgagee, its successors and assigns, and shall constitute a part of the Mortgage, as hereinabove described, as fully and completely as if the terms hereof were originally incorporated into the Mortgage. Except to the extent modified and amended by this Amendment, the Mortgage shall remain unchanged in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Mortgage, the terms and conditions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Loan Documents, as that term is defined in the Note.

4. **Acceptance of Mortgage.** By filing this Amendment, Lender accepts its terms.

MORTGAGOR:

Barnes Nursery, Inc.

By: 

Robert W. Barnes, President

LENDER:

Civista Bank

By: 

Richard C. Finneran, Vice President

STATE OF OHIO)
COUNTY OF ERIE) ss:

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Robert W. Barnes, as President of Barnes Nursery, Inc., and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Huron, Ohio, this 14 day of December, 2015.

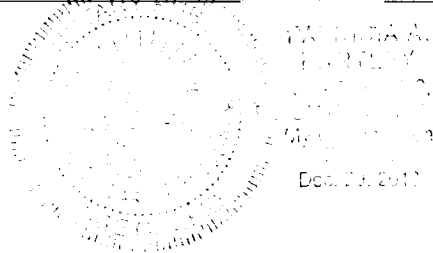


Jenni Macade
Notary Public
My Commission Expires Nov 24, 2019

STATE OF OHIO)
)
) ss:
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Richard C. Finneran, as Vice President of Civista Bank, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 14th day of December, 2015.



Patricia A. Hartley
Notary Public

This instrument prepared by Thomas J. Lloyd, Civista Bank, 100 E. Water Street, Sandusky, Ohio 44870.

EXHIBIT "A"

Situated in the Township of Huron, County of Erie and State of Ohio:
 Parcel 2 Those parts of original lots numbers twenty-six (26) and twenty-nine (29) in section number three (3) in Huron Township, Erie County, Ohio bounded and described as follows:

Beginning at the intersection of the west line of said original lot number 26 and the northerly line of the right of way of The Lake Shore and Michigan Southern Railroad Company; running thence north $0^{\circ}10'$ west along the west line of said original lot number 26 a distance of 643.2 feet to the line between said original lots numbers 26 and 29; thence north $0^{\circ}29'$ west along the west line of said original lot number 29 a distance of 2838.0 feet to the southerly line of the property now or formerly owned by The Wyandotte Sporting Club, the same being the northerly line of said original lot number 29; thence south $87^{\circ}16'$ east along said last mentioned line, 668.2 feet to the west line of the property now or formerly owned by George Faber and Henry Faber; thence south $0^{\circ}10'$ east along said last mentioned line, 2837.54 feet to the line between said original lots numbers 26 and 29; thence south $0^{\circ}06'$ east along the west line of the property now or formerly owned by Clarence Curtis, 1037.25 feet to the northerly line of the right of way of The Lake Shore and Michigan Southern Railroad Company; thence north $56^{\circ}55'$ west along the northerly line of said right of way, 779.0 feet to the place of beginning, containing 55.53 acres, more or less.

EXCEPTING THEREFROM that part thereof lying south of the center line of the Cleveland-Sandusky Road (so-called), containing 5.4 acres, more or less. Containing exclusive of said exception 50.13 acres, more or less. *W.F.B.*

Parcel 3 Being in the Third Section in said Township, Erie County, Ohio and more fully described as follows:

Being 28.69 acres taken from the east part of Lot Number 28 and also one (1) acre taken from the northeast corner of Lot Number 27, excepting two and one-half acres now or formerly owned by Harlow Aiken and further described as follows:

Beginning for boundary of said two tracts, at the northeast corner of Lot Number 27; thence south 89° west 4.67 chains; thence south $3\frac{1}{2}^{\circ}$ east 5.39 chains to the center of the Huron Road; thence south $89\frac{3}{4}^{\circ}$ west 1.89 chains in the center of said road; thence north $3\frac{1}{2}^{\circ}$ west 49.84 chains to a point in the north line of Lot Number 28 and the southerly line of a 330.866 acre parcel conveyed to the State of Ohio, Department of Natural Resources by deed recorded in Volume 477, page 518 of Erie County Ohio Deed Records; thence south 76° east to the northeast corner of Lot Number 28; thence south $3\frac{1}{2}^{\circ}$ east 43 chains to the place of beginning, containing 27.65 acres, more or less.

EXCEPTING THEREFROM 0.21 acres conveyed to Board of County Commissioners as recorded in Volume 128, page 281 of Erie County Ohio Deed Records.

This description was prepared by Ben W. Buser, Jr., Registered Surveyor from deed of record with no survey being made in October, 1988. *W.B.B.*

Exhibit A Continued

Parcel 4 Being that part of Lot Number Four (4) in the plat of a subdivision of parts of original Lots Numbers Twenty-seven (27) and Twenty-eight (28) in Section Number Three (3) in Huron Township, Erie County, Ohio made by Commissioners in partition of the Estate of Robert J. Hinde, deceased, recorded in Code Record Volume 7, page 328, Erie County Common Pleas Court, bounded and described as follows:

Beginning at the intersection of the east line of said Lot Number Four (4) and the north line of property conveyed by Gustavus Dildine to the Board of County Commissioners of Erie County, Ohio by deed recorded in Volume 128 of Deeds, page 284, Erie County Ohio Records; running thence westerly along said last mentioned line to a point twenty (20) feet west, measured at right angles thereto from the east line of said Lot Number Four (4); thence north along a line twenty (20) feet west of and parallel with the east line of said Lot Number Four (4) to a point three hundred ten (310) feet north of the south line of said original Lot Number Twenty-eight (28) in said Section Number Three (3); thence west parallel with the south line of said original Lot Number Twenty-eight (28) to the west line of said Lot Number Four (4); thence north along the west line of said Lot Number Four (4) to the northwest corner thereof; thence easterly along the north line of said Lot Number Four (4) to the northeast corner thereof; thence south along the east line of said Lot Number Four (4) to the place of beginning containing 18.50 acres more or less. *n.b.c.*

Parcel 5 Being that part of Subdivision Lot Number Two (2) in the partition of the Estate of Robert J. Hinde, deceased, as made by commissioners in the Court of Common Pleas of Erie County, Ohio as per Volume 7, Common Pleas Code Record, page 324 in Lot Number Twenty-seven (27), Section Number Three (3), Huron Township, Erie County, Ohio lying north of the original centerline of Cleveland-Sandusky Road (so-called) being the same premises conveyed to Ortugual Curtis by Deed Volume 55, page 177, Erie County Records. Being further described as follows:

Beginning at a 3/4" iron pipe found in the northeast corner of said Subdivision Lot Number 2 and said Lot 27;

Thence north $86^{\circ}56'29''$ west along the north line of said Subdivision Lot Number 2 same being the north line of said Lot 27 a distance of 308.22 feet to the northwest corner of said Subdivision Lot Number 2;

Thence south $0^{\circ}11'31''$ east along the west line of said Subdivision Lot Number 2 a distance of 322.02 feet to the north line of lands conveyed to the Board of County Commissioners of Erie County by Deed Volume 128, page 282.

Thence south $80^{\circ}52'6''$ east along the north line of said Erie County lands a distance of 10.72 feet to the north right of way line of Cleveland-Sandusky Road.

Thence north $86^{\circ}28'40''$ west along the north right of way line of Cleveland-Sandusky Road a distance of 10.60 feet to the west line of said Subdivision Lot Number 2;

Thence south $0^{\circ}11'31''$ east along the west line of said Subdivision Lot Number 2 a distance of 20.40 feet to the original centerline of Cleveland-Sandusky Road;

Thence south $86^{\circ}28'40''$ east along the original centerline of Cleveland-Sandusky Road a distance of 308.22 feet to the east line of said Subdivision Lot Number 2 same being the east line of Lot 27 and the west line of Barnes Roses Inc. by Deed Volume 215, page 153 Erie County Records.

Thence north $0^{\circ}10'0''$ west along the east line of Subdivision Lot Number 2 a distance of 345.60 feet to the point of beginning, containing 2.4320 acres more or less. *n.b.c.*

The forgoing property has been surveyed and redescribed as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Book 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet, a Delta of 05 degrees 38 minutes 00 seconds and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164,437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

PARTIAL RELEASE OF MORTGAGE

THIS IS TO CERTIFY, that The Citizens Banking Company, ("Mortgagee"), whose address is 100 East Water Street, Sandusky, Ohio 44870, for valuable consideration, the receipt of which is hereby acknowledged, hereby releases and discharges from the operation of that certain Mortgage dated March 18, 2010, (The "Mortgage") granted by Barnes Nursery, Inc., An Ohio Corporation, ("Mortgagor") to The Citizens Banking Company, Mortgagee, in the original amount of 1,250,000.00 and recorded in RN201001990 Recorder's office, Erie County, Ohio and covering the following described premises:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPER LEGAL DESCRIPTION),
Being a portion of the property described in the mortgage.

PROVIDED, HOWEVER, THAT THIS RELEASE IS A PARTIAL RELEASE ONLY AND SHALL NOT BE CONSTRUED IN ANY MANNER TO WAIVE, RELEASE, IMPAIR OR AFFECT THE LIEN OF THE MORTGAGE UPON ANY OF THE OTHER REAL OR PERSONAL PROPERTY DESCRIBED THEREIN.

Signed this 2nd day December, 2014

THE CITIZENS BANKING COMPANY

By: Mary Ann Kiser
Mary Ann Kiser/Asst Loan Oper Mgr

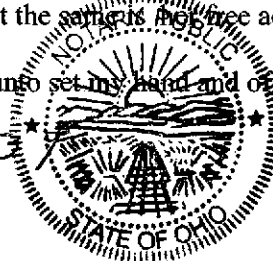
STATE OF OHIO, COUNTY OF ERIE, ss,

BE IT REMEMBERED, That on this 2nd day of December, 2014, before me, a Notary Public in and for said County and State, personally appeared the above named THE CITIZENS BANKING COMPANY, by Mary Ann Kiser its Asst. Loan Operations Manager, the individual who executed the foregoing instrument, and acknowledged that she did read and examine the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year aforesaid.

5007882, 50078821, 501663
THIS INSTRUMENT PREPARED BY:

THE CITIZENS BANKING CO
100 EAST WATER ST.
SANDUSKY, OHIO



Christine M. Donaldson
Notary Public

Exhibit A

Situated in the Township of Huron, County of Erie and State of Ohio:

Parcel 1: Being Unit No. 1628 together with the undivided interest in and to the common elements and facilities appertaining to said unit of Kalahari Kondominiums of Sandusky, a Commercial Condominium, as the same is numbered, designated, delineated and described in the Declaration and on the Drawings thereof, of record, respectively, in Official Records RN 200508188 and Plat Volume 45, at pages 63 through 76, Recorder's Office, Erie County, Ohio as amended from time to time.

RECORDATION REQUESTED BY:
Civista Bank, 100 East Water Street, Sandusky, OH 44870

WHEN RECORDED MAIL TO:
Civista Bank, 303 Howard Drive, Sandusky, OH 44870

SEND TAX NOTICES TO:
Civista Bank, 100 East Water Street, Sandusky, OH 44870

FOR RECORDER'S USE ONLY

OPEN - END MORTGAGE

MAXIMUM LIEN: The Maximum Amount of Loan Indebtedness secured by this Open-End Mortgage is \$2,300,000.00. The words "Maximum Amount of Loan Indebtedness" as used in this Mortgage mean the maximum unpaid balance of loan advances made under the Note which may be outstanding at any one time. The Maximum Amount of Loan Indebtedness does not include any (A) interest, (B) taxes, (C) assessments, (D) insurance premiums, or (E) costs incurred for the protection of the Property. Grantor and Lender intend that, in addition to any other indebtedness or obligations secured hereby, this Mortgage shall secure indebtedness arising from loan advances made by Lender after this Mortgage is delivered to the recorder for record.

THIS MORTGAGE dated December 20, 2018, is made and executed between BARNES NURSERY, INC., an Ohio Corporation, whose address is 3511 CLEVELAND RD W, HURON, OH 44839-1025 (referred to below as "Grantor") and Civista Bank, whose address is Sandusky, OH 44870 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, mortgages and conveys to Lender, with mortgage covenants and upon the statutory condition, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Erie County, State of Ohio:

See Exhibit "A" attached hereto and made a part hereof

The Real Property or its address is commonly known as 36.02 acres Camp Rd, 3419-3511 Cleveland Rd, 13.64 acres, 42.48 acres Hull Rd, , 31 acres Boos Rd, 71.24 acres Camp Rd, 85.41 acres Boos Rd, Huron Twp and 1610 Camp Rd, 221-223 Arthur St., Sandusky, OH 44870. The Real Property tax Identification number is 39-00038.000; 39-00336.000; 3900401.000; 39-00758.001, 39-00041.500, 39-00523.000, 39-00523.500, 39-00823.00, 39-00427.000, 39-00851.000, 39-00037, 39-00555, 39-00556, 39-00717, 39-00759, 39-00760.000, 39-00758.000, 57-01101.000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

HARTUNG TITLE ORDER # E2891408C

MORTGAGE (Continued)

Page 2

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

MORTGAGE (Continued)

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At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real

MORTGAGE (Continued)

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Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Ohio law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of

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Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this

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Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For

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such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning

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ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Grantor and the failure by Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or

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the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or

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amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Ohio.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Erie County, State of Ohio.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgment with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Mortgage, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under

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the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means BARNES NURSERY, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means BARNES NURSERY, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, the successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon. The Indebtedness shall include any and all obligations that may arise under Interest Rate Management Agreements, including, but not limited to, interest rate swaps, caps, collars,

**MORTGAGE
(Continued)**

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forward rate transactions and foreign exchange agreements as such may be documented under an ISDA Agreement between Borrower and Lender.

Lender. The word "Lender" means Civista Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 20, 2018, in the original principal amount of \$2,300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

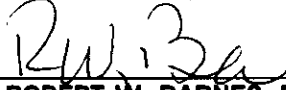
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

BARNES NURSERY, INC.

By: 
ROBERT W. BARNES, President of BARNES NURSERY, INC.

This instrument was prepared by Civista Bank, 100 E Water St,
Sandusky OH 44870.

MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Ohio)
) SS
COUNTY OF Crie)

On this 20th day of December, 20 18, before me, the undersigned Notary Public, personally appeared **ROBERT W. BARNES, President of BARNES NURSERY, INC.**, and known to me to be an authorized agent of the corporation that executed the Mortgage and acknowledged before me the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Sally A. Crow Residing at Sandusky, Oh
Notary Public in and for the State of Ohio My commission expires _____



SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2019

SATISFACTION AND DISCHARGE OF MORTGAGE

(To be used only when obligations have been paid in full)

_____, 20____, _____, Ohio

The conditions and obligations of this Mortgage have been complied with, and therefore this Mortgage is hereby satisfied and discharged.

Attest: _____ Civista Bank
By: _____

Exhibit 'A'

PARCEL NO. 1:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Book 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Exhibit 'A'

PARCEL NO. 1 CONTINUED:

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet, a Delta of 05 degrees 38 minutes 00 seconds and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164,437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

PARCEL NO. 2:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being that part of Lot Number Twenty (20) in Section Number Three (3) bounded and described as follows: Beginning at the intersection of the west line of said Lot Number 20 and the centerline of the Boos Road (so-called); running thence south 0 degrees 10 minutes east, along the west line of said Lot, 29.87 chains to the south line of said Lot; thence south 87 degrees 30 minutes east, along the south line of said Lot, 13.40 chains; thence north 0 degrees 10 minutes west, 23.50 chains; thence south 87 degrees 30 minutes east, 4.88 chains; thence north 0 degrees 10 minutes west, 5.62 chains to the center line of said Boos Road; thence south 83 degrees 53 minutes west, along the centerline of Boos Road, 1.50 chains; thence north 84 degrees 10 minutes west, along the centerline of said Boos Road, 16.89 chains to the place of beginning, containing 42 Acres, more or less.

EXCEPTING THEREFROM, that part thereof, a 1.00 acre parcel as conveyed to Wilbert A. Gutzeit and Mary Florence Gutzeit from William J. Gutzeit and Elizabeth C.H. Gutzeit by deed Recorded in Volume 232 of Deeds, page 301. ALSO EXCEPTING THEREFROM, that part thereof, a 2.00 acre parcel as conveyed to Henry Meyers from William J. Gutzeit and Elizabeth C.H. Gutzeit by deed Recorded in Volume 232 of Deeds, page 303. ALSO EXCEPTING THEREFROM, that part therefrom, a 1.00 acre parcel as conveyed to George Edward Bickley and Elizabeth A. Bickley from William J. and Elizabeth C.H. Gutzeit by deed Recorded in Volume 326 of Deeds, page 531. ALSO EXCEPTING THEREFROM, that part thereof, a 2.00 acre parcel as conveyed to Robert A. Lieb and Mary C. Lieb from William J. Gutzeit and Elizabeth Gutzeit by deeds Recorded in Volume 335 of Deeds, page 102 and 398 of Deeds, page 505. ALSO EXCEPTING THEREFROM, that part thereof, containing 1.00 of an acre, as conveyed to Donald Gutzeit and Ernestine R. Gutzeit by deed Recorded in Volume 405 of Deeds, page 618. ALSO EXCEPTING THEREFROM, that part thereof, containing 3.77 acres as conveyed to Pearly W. Followay by deed dated March 27, 1974 and Recorded in Volume 433 of Deeds, page 919, Erie County, Ohio Records.

Containing, exclusive of said exceptions, 31.23 acres, more or less, but subject to all legal highways.

Exhibit 'A'

PARCEL NO. 3:

Situated in the Township of Huron, County of Erie and State of Ohio and being a part of Section 3, Outlot Number 16 of said Township, Erie County, Ohio and more fully described as follows:

Commencing at a nail found at the intersection of the centerline of Camp Road, so-called, with the centerline of Bogart Road, so-called; thence north $69^{\circ} 52'$ west, along the centerline of Bogart Road, a distance of 864.40 feet to a nail set, said point being the place of beginning;

1. Thence north $0^{\circ} 10'$ west, along the west line of parcels now or formerly owned by Gareth L. and Joan F. Crapsey as per deeds Recorded in Volume 245, page 424 and Volume 309, page 616 of Erie County, Ohio Deed Records, and also the West line of a parcel now or formerly owned by James Carl Wilkens as per deed Recorded in Volume 395, page 209 of Erie County, Ohio Deed Records, and passing through an iron pipe found at the southwest corner of said Crapsey parcel Recorded in Volume 245, page 424, a distance of 1960.61 feet to an iron pipe set in the north line of Outlot Number 16, the same being the south line of a parcel now or formerly owned by Robert W. and Sharon L. Barnes, as per deed Recorded in Volume 506, page 920, Erie County Records Deed Records.
2. Thence north $87^{\circ} 07'$ west a distance of 354.39 feet to an iron pipe set in the east line of a parcel now or formerly owned by James Carl Wilkens as per aforementioned Deed Volume;
3. Thence south $0^{\circ} 10'$ east, along the east line of said Wilkens parcel, a distance of 1582.97 feet to an iron pipe found at the Northwest corner of a parcel now or formerly owned by Chester N. and Kathryn M. Wade as per deed Recorded in Volume 486, page 131 of Erie County, Ohio Deed Records;
4. Thence south $69^{\circ} 52'$ east, along the north line of aforementioned Wade parcel, a distance of 322.31 feet to an iron pipe found at the Northeast corner of said Wade parcel;
5. Thence south $0^{\circ} 35' 37''$ east, along the east line of said Wade parcel and passing through an iron pipe found in the North Right of Way line of Bogart Road, a distance of 266.34 feet to the centerline of Bogart Road;
6. Thence south $69^{\circ} 52'$ east, along the centerline of Bogart Road, a distance of 52.88 feet to the place of beginning, containing 13.6240 acres, more or less, but subject to all legal highways, easements and restrictions and zoning regulations, if any.

In the above description the courses refers to a meridian assumed for the purpose of indicating angles only.

Exhibit 'A'

PARCEL NO. 4:

Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows:

Beginning at a P.K nail set on the centerline of Camp Road where the same intersects the southerly line of Original Lot 26 and the northerly line of lands now or formerly owned by Barnes Nursery and Garden Center, as Recorded in Volume 553, pages 754-755 of the Erie County Deed Records, thence South 87 ° 15' 00" East along the southerly line of Original Lot 26 and the northerly line of said Barnes land, a distance of 275.88 feet to a ½" iron pin set at a southeasterly corner of lands now or formerly owned by Barnes Nursery and Garden Center, as Recorded in Volume 553, pages 754-755 of the Erie County Deed Records, said point being the principal place of beginning for this description;

1. Thence North 00 ° 20' 00" East parallel with the centerline of Camp Road along the easterly line of said Barnes land and the easterly line of lands now or formerly owned by George and Betty Mingus, as Recorded in Volume 526, page 499 of the Erie County Deed Records, a distance of 594.00 feet to a ½" iron pin set at the northeasterly corner of said Mingus' land;
2. Thence South 87 ° 15' 00" East along the easterly continuation of the northerly line of said Mingus' land, a distance of 376.59 feet to a ½" iron pin set on the westerly line of lands now or formerly owned by Barnes Nursery and Garden Center, as Recorded in Volume 447, page 587 of the Erie County Deed Records;
3. Thence South 00 ° 40' 47" West along said Barnes westerly line, a distance of 593.86 feet to a ½" iron pin set on the southerly line of Original Lot 26 and the northerly line of said Barnes land;
4. Thence North 87 ° 15' 00" West along the northerly line of said Barnes land and the southerly line of Original Lot 26, a distance of 373.00 feet to the principal place of beginning and containing 5.1063 acres of land, but subject to all legal highways, easements and restrictions of record.

Bearings are assumed and used to indicate angles only.

This description was prepared by Baharoglu and Associates, Inc. Consulting Engineers and Surveyors, Norwalk, Ohio on August 15, 1995 from an actual survey of the premises dated August 10, 1995 by Baharoglu and Associates, Inc. Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.

PART PARCEL NO. 5:

Situated in the Township of Huron, County of Erie and State of Ohio and being that part of Original Lot Number 26 in Section 3 in said Township bounded and described as follows:

Beginning in the South line of said Lot Number 26 at the Southeast corner of the land now or formerly owned by Ronald and Judith Zoellner; running thence South 89 ° 15' East along the South line of Lot Number 26, a distance of 178.86 feet to an iron pipe, said pipe marking the West line of the lands now or formerly owned by Howard Leis; thence North 1 ° 15' West, along said last mentioned line a distance of 954.20 feet to an iron pipe, said pipe being on the South Right of Way of the New York Central Railroad Company; thence North 60 ° 25' West along said Right of Way, a distance of 219.34 feet to an iron pipe; thence South 1 ° 45' East along the East line of the lands now or formerly owned by Ronald and Judith Zoellner a distance of 1060.25 feet to the place of beginning, containing 4.31 acres, more or less, but subject to all legal highways.

This description was prepared by Ben W. Buser Jr., Registered Surveyor, as a result of a survey made by him in June, 1975.

Exhibit 'A'

PART PARCEL NO. 5:

Situated in the Township of Huron, County of Erie and State of Ohio and being that part of Original Lot Number 26 in Section 3 in said Township bounded and described as follows:

Beginning at a point in the centerline of Cleveland Road, so-called, said point dividing the lands of Howard Leis to the east and Donald C. Curtis and Bernice Curtis to the west; thence South $1^{\circ} 15'$ East a distance of 421.70 feet to a point in the North Right of Way of the New York Central Railroad Company; thence North $60^{\circ} 25'$ West a distance of 18.62 feet to a point; thence North $1^{\circ} 15'$ West a distance of 421.38 feet to the centerline of Cleveland Road, so-called; thence South $61^{\circ} 20'$ East a distance of 18.46 feet to the place of beginning, this description for the purposes of a 16 foot Right of Way, containing .179 acres, more or less, but subject to all legal highways.

This description was prepared by Ben W. Buser Jr., Registered Surveyor, as a result of a survey made by him in June, 1975.

PART PARCEL NO. 6:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being that part of Lot Twenty-three (23), Section 3, said Township, as follows: Beginning at a point in the centerline of Camp Road at the southwest corner of a 16.25 acre part conveyed to George Leibacher, by deed Recorded in Volume 69, page 21, Erie County Deed Records, thence south $87^{\circ} 15'$ east, along the south line of said George Leibacher parcel, 557 feet to the west line of land now or formerly owned by John and Lois Altman; thence south $0^{\circ} 20'$ east, along last mentioned line, 92 feet to the northerly Right of Way line of Ohio State Route #6; thence south $83^{\circ} 14' 50''$ west, along last mentioned line, 561.83 feet to the centerline of Camp Road; thence north $0^{\circ} 24' 30''$ west, along said centerline, 161.15 feet to the place of beginning and containing 1.61 acres, more or less, but subject, however, to all legal highways.

PART PARCEL NO. 6:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being that part of Lot Twenty-three (23), Section 3, said Township, as follows: Beginning at the northeasterly corner of lands of the Grantor herein, the same being the southeast corner of a 16.25 acre parcel conveyed to George Leibacher, by deed Recorded in Volume 69, page 21, Erie County Deed Records; thence north $87^{\circ} 15'$ west, along the south line of said George Leibacher parcel, 551.10 feet to the easterly line of a 22.79 acre parcel conveyed to Mary Leibacher, by deed Recorded in Volume 69, page 18, Erie County Deed Records; thence south $0^{\circ} 20'$ east, along last mentioned line, 92 feet to the northerly Right of Way line of Ohio State Route #6; thence north $82^{\circ} 43'$ east, along last mentioned line, 553.28 feet to the westerly line of lands now or formerly owned by Bert S. Bardshar; thence north $0^{\circ} 20'$ west, along last mentioned line, 10 feet to the place of beginning and containing 0.63 acre, more or less.

Exhibit 'A'

PART PARCEL NO. 6:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being in said Township, in Township 6 North, Range 22 West, and being a part of Original Lot Number Twenty-six (26), in Section Number Three (3) of said Township, bounded and described as follows: Commencing at the southwest corner of said Lot Number 26, running thence 0 ° 20' north 9.00 chains; thence south 87 ° 15' east, 4.18 chains; thence south 0 ° 20' east, 9.00 chains to the south line of said Lot; thence 87 ° 15' west, along the south line of said Lot, 4.18 chains to the place of beginning, containing 3.75 acres of land, more or less.

Also, part of Original Lot Number Twenty-three (23), in Section Three (3), of said Township, bounded and described as follows: Commencing at the northwest corner of said Lot Number 23 running thence south 87 ° 15' east, along the north line of said Lot, 16.80 chains; thence south 0 ° 20' east, 9.68 chains; thence north 87 ° 15' west, 16.80 chains to the west line of said Lot; thence north 0 ° 20' west, along the west line of said Lot, 9.68 chains to the place of beginning, containing 16.25 acres of land, more or less. Containing in all 20 acres of land, more or less, but subject to all legal highways.

EXCEPTING FROM THE ABOVE DESCRIBED PREMISES a 0.6328 acre parcel conveyed to William V. Bickley and Norma G. Bickley, by deed dated February 25, 1968, and Recorded in Volume 383 of Deeds, page 284, Erie County, Ohio Records.

PARCEL NO. 7:

Situated in the Township of Huron, County of Erie, State of Ohio and being a part of Outlot Number 26, Section 3 of said Township, Erie County, Ohio and more fully described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Camp Road, so-called, with the Southerly line of Outlot Number 26; thence South 87° 52' East, along the Southerly line of Outlot Number 26, a distance of 827.74 feet to an iron pin set at the Southeasterly corner of a parcel now or formerly owned by Barnes Nursery and Garden Center as per deed recorded in Volume 447, Page 587, Erie County Deed Records, said point being the place of beginning;

1. Thence North 1° 00' 00" West, along the Easterly line of said Barnes Nursery and Garden Center parcel, a distance of 954.20 feet to an iron pin set on the Southerly line of a parcel now or formerly owned by The New York Central Railroad as per deed recorded in Volume 128, Page 23, Erie County Deed Records;
2. Thence South 57° 32' 08" East, along the Southerly line of said New York Central Railroad parcel, a distance of 340.15 feet to an iron pin set in the Westerly line of a parcel now or formerly owned by Luther and Gladys Henson as per deed recorded in Volume 399, Page 303, Erie County Deed Records;
3. Thence South 00° 46' 00" East, along the Westerly line of said Henson parcel, a distance of 782.00 feet to an iron pin found on the Southerly line of Outlot Number 26;
4. Thence North 87° 52' 00" West, along the Southerly line of Outlot Number 26, a distance of 281.00 feet to the place of beginning, containing 5.6271 acres, more or less, but subject to all legal highways, easements, restrictions and zoning regulations, if any.

The above description was prepared by Ben W. Buser, Jr., Registered Surveyor, S-5801, as a result of a survey made by him in October, 1992, and contains an assumed meridian for the purpose of indicating angles only.

Exhibit 'A'

PART PARCEL NO. 8:

Situated in the City of Sandusky, County of Erie and State of Ohio:

And being known, bounded and described as follows: Lot Number 61 on Arthur Street, in the Chamber of Commerce Subdivision, in the City of Sandusky, Erie County, Ohio, as per Plat recorded in Volume 5 of Plats, page 7 of Erie County Records, be the same more or less, but subject to all legal highways.

PART PARCEL NO. 8:

Situated in the City of Sandusky, County of Erie and State of Ohio:

And being known, bounded and described as follows: Lot Number 62 on Arthur Street, in the Chamber of Commerce Subdivision, in the City of Sandusky, Erie County, Ohio, as per Plat recorded in Volume 5 of Plats, page 7 of Erie County Records, be the same more or less, but subject to all legal highways.

PARCEL NO. 9:

Situated in the Township of Huron, County of Erie and State of Ohio and being part of Outlot Number 22 in Section 3 and Outlot Number 24 in Section 4 of said Township, Erie County, Ohio and more fully described as follows:

Commencing at a railroad spike found at the intersection of the centerline of Camp Road, so-called, with the North line of Outlot Number 22; thence South 87° 15' 00" West, along the Northerly line of Outlot Number 22, the same being the Southerly line of a parcel now or formerly owned by Robert and Sharon Barnes as per deed recorded in Volume 481, Page 869, Erie County Deed Records and the Southerly line of Willow Creek Development Corporation parcel as per deed recorded in Volume 551, Page 924, Erie County Deed Records, a distance of 1380.67 feet to an iron pin set in the Northwesterly corner of a parcel now or formerly owned by Sophia Purcell as per deed recorded in Volume 429, Page 490, Erie County Deed Records, said point being the place of beginning;

1. Thence continuing South 87° 15' 00" West, along the Southerly line of the Willow Creek Development Corporation parcel and the Southerly lines of parcels now or formerly owned by Rhonda Brunner (O.R. 225, Page 230), Wilbert and Esther Westcott (DV548, Page 682, Charles and Marian Corso (DV 407, Page 459), a distance of 2876.33 feet to an iron pin set in the Easterly line of a parcel now or formerly owned by Douglas and Mary Ann Didion as per deed recorded in Volume 493, Page 670, Erie County Deed Records;
2. Thence South 05° 45 '00" East, along the Easterly line of the Didion parcel, a distance of 1108.88 feet to an iron pin set in the Northwesterly corner of a parcel now or formerly owned by Barnes Nursery & Garden Center, Inc. as per deed recorded in O.R. Volume 241, Page 750, Erie County Records;
3. Thence North 87°15' 00"" East, along the Northerly line of the Barnes Nursery & Garden Center, Inc. parcel, a distance of 971.03 feet to an iron pin set in the Northeasterly corner of said parcel;

Exhibit 'A'

PARCEL NO. 9 CONTINUED:

4. Thence South 05° 45' 00" East, along the Easterly line of the Barnes Nursery parcel, a distance of 266.51 feet to an iron pin set in the Northerly line of a perpetual easement to the State of Ohio as per deed recorded in Volume 317, Page 444, Erie County Deed Records;
5. Thence North 78° 18' 49" East, along the Northerly line of the State of Ohio parcel, a distance of 1026.62 feet to an iron pin set at an angle point;
6. Thence North 76° 15' 17" East, along the Northerly line of the State of Ohio parcel, a distance of 890.23 feet to an iron pin set in the Southwesterly corner of the aforementioned Purcell parcel;
7. Thence North 05° 45' 00" West, along the Westerly line of the Purcell parcel, a distance of 1045.68 feet to the place of beginning, containing 77.9376 acres, more or less, of which 53.4802 acres are in Outlot Number 24 and 24.4574 acres are in Outlot Number 22, but subject to all legal highways, easements and right of ways.
TOGETHER WITH an easement for ingress and egress as recorded in Deed Volume 350, Page 394 and Deed Volume 335, Page 516. A meridian was assumed for the purpose of indicating angles only.

Ben W. Buser, Jr., Professional Surveyor, prepared the above description from a survey done by him in June 1997.

PARCEL NO. 10:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being that part of Original Lot Number Twenty-six (26) in Section Number Three (3) in Huron Township, Erie County, Ohio bounded and described as follows: Beginning in the west line of said Lot Number 26, same being the centerline of Camp Road (so-called) at the northwest corner of a 3.75 acre parcel of land now or formerly owned by Allena E. Leibach said point being 594.00 feet northerly from the southwest corner of said Lot Number 26; running thence North 87 ° 30' east along the north line of said 3.75 acre parcel, a distance of 276.00 feet to the northeast corner; thence South 0 ° 27' east, along the east line of said 3.75 acre parcel, a distance of 594.00 feet to the south line of said Lot Number 26; thence South 87 ° 30' east along the south line of said lot, a distance of 373.00 feet to the west line of the land now or formerly owned by Donald C. Curtis and Bernice Curtis; thence North 0 ° 37' west along said last mentioned line to the southerly line of land conveyed to The New York Central Railroad Co. by deed dated December 17, 1925 and Recorded in Volume 128 of Deeds, Page 23, Erie County, Ohio Records, said line being parallel with and 65.00 feet southwesterly by rectangular measurement, from the original centerline of The New York Central Railroad; thence North 57 ° 23' west along said last mentioned line, a distance of 772.50 feet to the centerline of the Camp Road; thence South 0 ° 33' west along the centerline of said Road, to the place of beginning, containing 14.549 acres, more or less but subject to all legal highways.

Exhibit 'A'

PARCEL NO. 10 CONTINUED:

EXCEPTING THEREFROM THAT PART THEREOF as conveyed to Wilhelmina K. Zoellner and William F. Zoellner by deed recorded in Deed Volume 420, page 917, Erie County, Ohio Records and being further described as follows: Being that part of Lot 26, Section 3, Huron Township, Erie County, Ohio as follows: Beginning at a point in the centerline of Camp Road, North 0 ° 20' east, 944.00 feet from its intersection with the south line of Lot 26; thence South 87 ° 15' east, 220.02 feet to a point; thence North 0 ° 20' east, 110.00 feet to a point; thence North 87 ° 15' west, 220.02 feet to the centerline of Camp Road; thence South 0 ° 20' west along the centerline of Camp Road, 110.00 feet to the place of beginning and containing 0.5551 acre, more or less, but subject however to all legal highways.

ALSO EXCEPTING THEREFROM THAT PART THEREOF as conveyed to Darrell W. Howard and Gloria J. Howard by deed recorded in Deed Volume 464, page 580, Erie County, Ohio Records and further described as follows: Being that part of Lot 26, Section 3, Beginning at a point in the centerline of Camp Road North 0 ° 20' east 1114.05 feet from its intersection with the south line of Lot 26; thence South 87 ° 15' east, 220.02 feet to a point; thence North 0 ° 20' east 110.00 feet to a point; thence North 87 ° 15' west, 220.02 feet to the centerline of Camp Road; thence South 0 ° 20' west along the centerline of Camp Road, 110.00 feet to the place of beginning and containing 0.5551 acres, more or less, but subject however to all legal highways.

ALSO EXCEPTING THEREFROM THAT PART THEREOF as conveyed to Barnes Nursery, Inc. by deed recorded in Erie County Official Records Book 241, page 750 and being further described as follows: Being a parcel of land located in part of Original Lot 26, Section 3, Huron Township, Erie County, Ohio and being more particularly described as follows:

Beginning at a P.K. nail set on the centerline of Camp Road where the same intersects the southerly line of Original Lot 26 and the northerly line of lands now or formerly owned by Barnes Nursery and Garden Center as Recorded in Volume 553, pages 754-755 of the Erie County Deed Records; thence south 87 ° 15' 00" east along the southerly line of Original Lot 26 and the northerly line of said Barnes land, a distance of 275.88 feet to a ½" iron pin set at a southeasterly corner of lands now or formerly owned by Barnes Nursery and Garden Center as recorded in Volume 553, pages 754-755 of the Erie County Deed Records said point being the principal place of beginning for this description;

1. Thence North 00 ° 20' 00" East parallel with the centerline of Camp Road along the easterly line of said Barnes land and the easterly line of lands now or formerly owned by George and Betty Minugs as Recorded in Volume 526, page 499 of the Erie County Deed Records, a distance of 594.00 feet to a ½" iron pin set at the northeasterly corner of said Mingus' land;
2. Thence South 87 ° 15' 00" East along the easterly continuation of the northerly line of said Mingus' land, a distance of 376.59 feet to a ½" iron pin set on the westerly line of lands now or formerly owned by Barnes Nursery and Garden Center as Recorded in Volume 447, page 587 of the Erie County Deed Records;
3. Thence South 00 ° 40' 47" West along said Barnes westerly line, a distance of 593.86 feet to a ½" iron pin set on the southerly line of Original Lot 26 and the northerly line of said Barnes land;
4. Thence North 87 ° 15' 00" West along the northerly line of said Barnes land and the southerly line of Original Lot 26, a distance of 373.00 feet to the principal place of beginning and containing 5.1063 acres of land, but subject to all legal highways.

Exhibit 'A'

PARCEL NO. 11:

Being situated in the State of Ohio, County of Erie, Huron Township, Section 3, Original Lot 10 and being more definitely described as follows:

Beginning at a monument box, found, marking the intersection of the centerline of Camp Road with the centerline of Fox Road;

1. Thence North 89 ° 02' 00" West along the centerline of Fox Road a distance of 762.69 feet to a PK nail, set, marking the Southeast corner of a parcel owned by Glen & Debra Wade (RN 9915003);
2. Thence North 00 ° 58' 00" East along the East line of said Wade parcel, passing through a 5/8" iron pin, found, at a distance of 25.00 feet, a distance of 200.00 feet to a 5/8" iron pin found, marking the Northeast corner of Wade;
3. Thence North 89 ° 02' 00" West along the North line of Wade, a distance of 281.00 feet to a 1/2" iron pin found;
4. Thence North 00 ° 58' 00" East, passing through a 5/8" iron pin found, at a distance of 34.25 feet, a distance of 48.00 feet to the approximate centerline of Sawmill Creek;
5. Thence South 77 ° 15' 40" West along said centerline a distance of 140.73 feet to a point on the East line of a parcel owned by Robert F. & Melba G. Hemminger, LTD Part. (DV 566 PG 114-115);
6. Thence North 01 ° 29' 00" West along the East line of said Hemminger parcel a distance of 1998.50 feet to a 1/2" iron pin set, marking the Southwest corner of a parcel owned by Rolland J. Schlessman, Tr. (RN 200501757);
7. Thence South 88 ° 28' 28" East along the South line of said Schlessman parcel and the south line of a parcel owned by Karelly Properties (RN 9901805), passing through a 1/2" iron pin set, at a distance of 1139.34 feet, a distance of 1159.37 feet to a PK nail set on the centerline of Camp Road;
8. Thence South 01 ° 48' 20" East along the centerline of Camp Road a distance of 2202.60 feet to the point of beginning, containing 56.9973 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung, Jr., Professional Surveyor No. 5667 in August 2005. The bearings were assumed only for the purpose of indicating angles.

Exhibit 'A'

PARCEL NO. 12:

Situated in the Township of Huron, County of Erie, and State of Ohio, and being more particularly described as follows:

Being that part of Lot 26, Section 3, Huron Township, Erie County, as follows: Beginning at a point in the centerline of Camp Road, North 0° 20' East, 944.00 feet from its intersection with the south line of Lot 26;

Thence South 87° 15' East, 220.02 feet to a point;

Thence North 0° 20' East, 110.00 feet to a point;

Thence North 87° 15' West, 220.02 feet to the centerline of Camp Road;

Thence South 0° 20' West, along the centerline of Camp Road, 110.00 feet to the place of beginning and containing 0.5551 acre, more or less, but subject to all legal highways

PARCEL NO. 13:

Situated in the Township of Huron, County of Erie and State of Ohio and bounded and described as follows: That part of Lot Number 27 in Section Number 3, in Huron Township, Erie County, Ohio, bounded and described as follows: Beginning at the Southeast corner of said Lot Number 27, thence North 3 deg. 30' West along the East line of said Lot Number 27, same being the center line of the Camp Road 28.30 chains to the center line of the Cleveland-Sandusky Rd.; thence South 89 deg. 45' West, along the center line of Cleveland-Sandusky Road, 16.32 chains; thence South 3 deg. 30' East, 27.94 chains to the South line of said Lot No. 27, thence North 89 ° 30' East along Southerly line of said lot, 16.32 chains to place of beginning. **EXCEPTING THEREFROM THAT PART THEREOF** lying North of the Southwesterly line of the right-of-way of N.Y. Central R. R. Co., **THAT PART THEREOF CONVEYED TO** the Sandusky and Interurban Electric R. R. By deed dated May 19, 1899, and Recorded in Volume 68 of Deeds, page 274. Said premises also known as part of Lot No. 2 set off to James J. Hinde in partition of Robert J. Hinde Estate in Common Pleas Court of Erie County, Ohio, as per record thereof made in Vol. 7 Code Record, page 324, **ALSO EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO** the State of Ohio as per Deed Vol. 312, page 257.

Exhibit 'A'

PARCEL NO. 14:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being situated in the State of Ohio, County of Erie, Huron Township, Section No. 3, Original Lot No 11 and being more definitely described as follows:

Commencing at a monument box, found, marking the intersection of the centerline of Fox Road with the centerline of Camp Road; Thence North 00° 00' 00" East along the centerline of Camp Road a distance of 1047.50 feet to a PK Nail, set, and the point of beginning;

1. Thence North 00° 00' 00" East continuing along the centerline of Camp Road a distance of 1166.00 feet to a PK Nail, set, marking the Southwest corner of a parcel owned by G & G Lake Development (DV 552 PG 291);
2. Thence South 86° 46' 00" East along the South line of said G & G parcel and a parcel owned by Restlawn Memorial Park Association (DV 264 PG 164), the same being the North line of Original Lot No. 11, a distance of 962.00 feet to a point on the approximate centerline of Sawmill Creek;
3. Thence southerly along the approximate centerline of Sawmill Creek by the following courses and distances Thence South 41° 59' 33" West a distance of 112.70 feet to a point; Thence South 53° 03' 02" West a distance of 149.36 feet to a point; Thence South 40° 45' 44" West a distance of 157.47 feet to a point; Thence South 24° 01' 28" West a distance of 123.85 feet to a point. Thence South 32° 59' 29" West a distance of 69.42 feet to a point; Thence South 23° 35' 54" West a distance of 170.72 feet to a point; Thence South 33° 37' 49" West a distance of 89.22 feet to a point; Thence South 27° 41' 48" West a distance of 79.43 feet to a point; Thence South 13° 13' 48" West a distance of 72.17 feet to a point; Thence South 24° 45' 24" West a distance of 64.35 feet to a point; Thence South 54° 25' 12" West a distance of 88.92 feet to a point; Thence South 43° 29' 11" West a distance of 67.09 feet to a point; Thence South 53° 50' 27" West a distance of 31.23 feet to a point; Thence South 64° 52' 15" West a distance of 187.79 feet to a point; Thence South 72° 58' 00" West a distance of 65.70 feet to a PK Nail, set, on the centerline of Camp Road and the point of beginning, containing 14.2434 acres, more or less, but being subject to all legal highways, easements and restrictions of record.

The above description was prepared from an actual survey by Daniel E. Hartung Jr., Professional Surveyor No. 5667 in October 2002. The bearings were assumed only for the purpose of indicating angles

Exhibit 'A'

PARCEL NO. 15:

Situated in the Township of Huron, County of Erie and State of Ohio:

Situated in the State of Ohio, County of Erie and in the Fourth section of the Township of Huron and being the South one-half (½) of the West one-half (½) of Lot No. 24 containing 24.31 acres of land be the same more or less.

EXCEPTING HOWEVER, FROM THE ABOVE DESCRIBED PROPERTY, that property conveyed to the State of Ohio for highway easement purposes and recorded in Erie County Record of Deeds, Volume 321, pages 380-381, recorded October 23, 1961 conveying 6.51 acres to the State for said highway easement purposes.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL: (identified as Parcel No. 2 in a Deed recorded in Vol. 434, page 565, Erie County Deed Records)

Being that part of South half of the West half of said Lot 24, lying South of relocated Ohio State Route 2, and being more definitely described as follows:

Beginning at the Southwest corner of said Lot 24; thence South 87 ° 25' East, along the South line of said lot, 973.50 feet, more or less, to the West line of lands now or formerly owned by Mary Wickman; thence Northerly, along last mentioned line 568.00 feet more or less to the South Right of Way line of Ohio State relocated Route 2, thence Westerly, along last mentioned line, 976.50 feet more or less, to the West line of Lot 24; thence South 0 ° 20' East, along said lot line, 383.00 feet, more or less, to the place of beginning and containing 10.627 acres, more or less.

PARCEL NO. 16:

Situated in the Township of Huron, County of Erie and State of Ohio:

Being a strip of land off of the North end of 43.89 acres in Lot No. 27 owned by said George Strauss and more definitely described as follows:

Beginning at a stake in the westerly line of said 43.89 acres, 95 feet southerly from the south fence of the highway; thence southeasterly to a stake by the West line of the highway running along the East line of said lot; thence northerly in the West line of said roadway 218 feet to the south line of the right of way of the Lakeshore and Michigan Southern Railway Company; thence westerly to the South line of said right of way about 536 feet to the East line of the highway; thence southerly in the East line of the highway about 50 feet; thence westwardly and southwesterly in the South line of the highway to the West line of said Strauss land; thence South 95 feet to the place of beginning; **EXCEPTING THEREFROM** a triangular piece 100 feet by 100 feet south of the southeast corner of the above described tract, said triangle being 100 feet front on the highway and 100 feet on the south line of said tract.

EXCEPTING, HOWEVER, the premises conveyed to The New York Central Railroad Company under an instrument recorded in Volume 176, Page 563 and described as follows:

Situated in the County of Erie, State of Ohio, and in the 3rd Section of Huron Township, bounded and described as follows:

Exhibit 'A'

PARCEL NO. 16 CONTINUED:

Being a strip of land twenty-eight (28) feet in width lying southwesterly of and adjacent to the southwesterly line of the New York Central Railroad right of way and extending from the west line of the north and south highway located on the east line of Lot Twenty-seven (27) in said section three (3) Huron Township, Erie County, Ohio, in a northwesterly direction along the said southerly right of way line a distance of approximately five hundred thirty (530) feet to the east line of the highway (Hull Road vacated) and containing 0.35 acres more or less, and being more fully described as follows, to wit:

Beginning at the intersection of the southwesterly right of way line of New York Central Railroad Company's right of way and the westerly line of the highway located along the east line of said Lot 27 in said Section three; thence along the said southwesterly right of way line in a northwesterly direction a distance of five hundred thirty (530) feet to the east line of Hull Road vacated; thence southwesterly at right angles a distance of Twenty-eight (28) feet; thence southeasterly parallel to and Twenty-eight (28) feet distant from the said southwesterly right of way line to the west line of said highway along the east line of said Lot 27; thence northerly along the said west line of highway to the place of beginning.

The premises herein conveyed are further described as follows:

All of that part of Lot 27, Section 3, Town 6 North, Range 22 West, in Huron Township, Erie County, Ohio, bounded and described as follows:

Beginning at the point of intersection of the northeasterly line of Hull Road, as now located, and the boundary line common to lands now, or formerly, owned by George and Matilda Faber and George and Regina Strauss; thence South 61° 00' East, along the said northeasterly line of Hull Road, as now located, a distance of 1092.54 feet, more or less, to a point which is distant 100 feet North 61° 00' West from the point of intersection of the said northeasterly line of Hull Road, as now located, and the westerly line of Camp Road; thence North 60° 01' 30" East, and in a direct line, a distance of 103.10 feet, more or less, to a point in the said westerly line of Camp Road which point is distant 100 feet, North 01° 03' East from the said point of intersection of the westerly line of Camp Road and the northeasterly line of Hull Road, as now located; thence North 01° 03' East, along the said westerly line of Camp Road, a distance of 85.16 feet, more or less, to the point of intersection of the said westerly line of Camp Road and the southwesterly right of way line of the New York Central Railroad; thence North 55° 30' 30" West, along the said southwesterly right of way line of the New York Central Railroad, a distance of 548.49 feet, more or less, to the southeasterly line of Hull Road, as formerly located; thence South 34° 29' 30" West, along the said southeasterly line of Hull Road, as formerly located, a distance of 22 feet; thence North 55° 30' 30" West, along the southwesterly line of Hull Road, as formerly located, a distance of 338.04 feet, thence North 89° 25' 45" West, along the southerly line of Hull Road, as formerly located, a distance of 300.88 feet, more or less, to the point of intersection of the said southerly line of Hull Road, as formerly located, and the said boundary line common to lands now or formerly owned by George and Matilda Faber and George and Regina Strauss; thence South 01° 30' West along the said boundary line common to lands now, or formerly, owned by George and Matilda Faber and George and Regina Strauss, a distance of 94 feet, more or less, to the place of beginning, containing 4.976 acres of land, more or less, as surveyed by Porter W. McDonnell, Registered Surveyor (1054) on September 25, 1957.

Except restrictions, conditions and easements of record.

End of Exhibit 'A' - Page 14 of 14

SUBORDINATION AGREEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, **Civista Bank**, formerly known as The Citizens Banking Company, being the owner and holder of a certain mortgage (the "Mortgage") recorded March 26, 2010 at Erie County, Ohio Official Records, recorded at Recording Number 201001990, upon the premises described in "Exhibit A", attached hereto, and made a part hereof, does hereby waive the priority of said mortgage in favor of a certain mortgage to **Civista Bank**, in the amount of Two Million Three Hundred Thousand Dollars (\$2,300,000.00) made by Barnes Nursery, Inc., an Ohio corporation, under date of 12/20, 2018, and recorded at Erie County, Ohio Official Records, recorded at Recording Number RN201811094 (the "Subsequent Mortgage"), so that the lien of the undersigned's Mortgage shall be subordinate to the lien of Civista Bank's Subsequent Mortgage in the same manner and with like effect as though the said later encumbrance had been executed and recorded prior to the filing for record of the Mortgage; provided, however, that the undersigned does not subordinate the lien of the Mortgage to any lien, easement, right or interest of record affecting said premises except the lien of Civista

HARTUNG TITLE ORDER # E2891088

Bank's Subsequent Mortgage, and the undersigned does not, in any manner, release or relinquish the lien of the Mortgage upon said premises.

IN WITNESS WHEREOF, the undersigned has executed this Agreement this
20 day of December 2018.

Civista Bank

By: [Signature]
 Richard C. Finneran, Vice President

STATE OF OHIO)
 ss:
 COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Richard C. Finneran, as a Vice President of Civista Bank, being authorized to do so, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 20 day of December, 2018.



SALLY A. CROW
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES
 JANUARY 25, 2019

[Signature]
 Notary Public

Prepared by Thomas J. Lloyd, Civista Bank, 100 E. Water Street, Sandusky, Ohio 44870.

"EXHIBIT A"

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence north 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Book 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 second East 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan

M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet, a Delta of 05 degrees 38 minutes 00 seconds and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164.437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P. S. 7126 for Zaranec Surveying Co. dated August 01, 2011

PARTIAL RELEASE OF MORTGAGES

THIS IS TO CERTIFY, that Civista Bank FKA The Citizens Banking Company, ("Mortgagee"), whose address is 100 East Water Street, Sandusky, Ohio 44870, for valuable consideration, the receipt of which is hereby acknowledged, hereby releases and discharges from the operation of those certain Mortgages and Open-End Mortgage Amendment from Barnes Nursery, Inc., an Ohio Corporation AKA Barnes Nursery & Garden Center, Inc., an Ohio Corporation, to Civista Bank FKA The Citizens Banking Company, filed in Erie County, Ohio, referred to below:

Open-End Mortgage April 4, 2012 and recorded in Erie County RN201204144 amended by
Open End Mortgage Amendment dated December 14, 2015 recorded in RN201511249
Open-End Mortgage dated April 22, 2020 recorded in RN202003614
Open-End Mortgage dated December 20, 2018 and recorded in RN201811094

and covering the following described premises:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR PROPER LEGAL DESCRIPTION),

Being a portion of the property described in said instruments.

PROVIDED, HOWEVER, THAT THIS RELEASE IS A PARTIAL RELEASE ONLY AND SHALL NOT BE CONSTRUED IN ANY MANNER TO WAIVE, RELEASE, IMPAIR OR AFFECT THE LIEN OF THE MORTGAGES AND OPEN END MORTGAGE AMENDMENT UPON ANY OF THE OTHER REAL OR PERSONAL PROPERTY DESCRIBED THEREIN.

Signed this 22nd day October, 2020

CIVISTA BANK

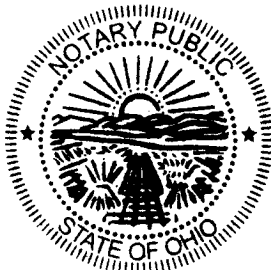
By: Catherine Schaffer
Catherine Schaffer, Loan Operations Coordinator

STATE OF OHIO, COUNTY OF ERIE, ss,

BE IT REMEMBERED, That on this 22nd day of October, 2020, before me, a Notary Public in and for said County and State, personally appeared the above named CIVISTA BANK, by Catherine Schaffer, its Loan Operations Coordinator, the individual who executed the foregoing instrument, and acknowledged that she did read and examine the same and did sign the foregoing instrument, and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year aforesaid.

THIS INSTRUMENT PREPARED BY: Civista Bank, P.O. Box 5016, Sandusky, OH 44871-9910
5007882, 50078821, 10041359, 10035871



LEAH A.
SHARKEY
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
Dec 30, 2023

Leah A. Sharkey
Notary Public

Exhibit A
LEGAL DESCRIPTION
LOT SPLIT
0.2506

Situate in the State of Ohio, County of Erie, Township of Huron, Section 3, and being part of Outlot 20, also being part of lands of Barnes Nursery, Inc., RN#201811093, all records herein to the records of the Erie County Recorder, and being more particularly described as follows:

Beginning, for reference, at a 1" iron pin found in a monument box at the intersection of centerlines of Boos Road (60 feet in width) and Camp Road (40 feet in width); thence, S 1°26'12" E with the centerline of Camp Road, a distance of 1,297.79 feet to a mag nail set and the **TRUE POINT OF BEGINNING** for this description;

1. Thence, N 88°33'48" E through the aforementioned lands of Barnes Nursery, Inc., a distance of 208.48 feet to a 5/8" iron rod set, passing at 20.00 feet a 5/8" iron rod set at the easterly right of way line of Camp Road;
2. Thence, S 1°26'12" E through said lands of Barnes Nursery, Inc., a distance of 57.21 feet to a 5/8" iron rod found at the northeast corner of lands of Andrew Joseph Overly and Phyllis Rose Miller, RN#202004274;
3. Thence, N 88°46'12" W with said lands of Overly and Miller, a distance of 208.71 feet to a point at the centerline of Camp Road, passing at 188.69 feet a 1" iron pipe found at the easterly right of way line of Camp Road;
4. Thence N 1°26'12" W with the centerline of Camp Road, a distance of 47.50 feet to the point of beginning, containing 0.2506 acres of land, more or less, subject to easements and restrictions of record.

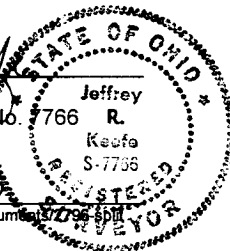
This description was prepared by Jeffrey R. Keefe, R.S. No 7766 from a survey conducted in September, 2020. Bearings herein are based on Ohio State Plane Coordinate System NAD '83.

Hancock & Associates, Inc.

Jeffrey R. Keefe
 Jeffrey R. Keefe, P.S.
 Registered Surveyor No. 7766

Date: 9/18/2020

File: server/dwgs/279620/documents/279620.dwg



APPROVED as per Erie County Requirements
 and Sections 4733-37 thru 4733-37-07 of the Ohio
 Administrative Code only. No Field Verifications
 for Accuracy made.

John D. Farnsworth
 Engineer/Surveyor: Erie County Engineer's

Date: 9-19-2020

PARTIAL RELEASE OF MORTGAGES

THIS IS TO CERTIFY, that Civista Bank FKA The Citizens Banking Company, ("Mortgagee"), whose address is 100 East Water Street, Sandusky, Ohio 44870, for valuable consideration, the receipt of which is hereby acknowledged, hereby releases and discharges from the operation of those certain Mortgages and Open-End Mortgage Amendment from Barnes Nursery, Inc., an Ohio Corporation AKA Barnes Nursery & Garden Center, Inc., an Ohio Corporation, to Civista Bank FKA The Citizens Banking Company, filed in Erie County, Ohio referred to below:

Open-End Mortgage dated April 4, 2012 and recorded in Erie County RN201204144 amended by Open-End Mortgage Amendment dated December 14, 2015 recorded in RN201511249 and Open-End Mortgage dated December 20, 2018 and recorded in RN201811094

And covering the following described premises: See Exhibit A

Being a portion of the property described in said instruments.

PROVIDED, HOWEVER, THAT THIS RELEASE IS A PARTIAL RELEASE ONLY AND SHALL NOT BE CONSTRUED IN ANY MANNER TO WAIVE, RELEASE, IMPAIR OR AFFECT THE LIEN OF THE MORTGAGES AND OPEN-END MORTGAGE AMENDMENT UPON ANY OF THE OTHER REAL OR PERSONAL PROPERTY DESCRIBED THEREIN.

Signed this 13th day December, 2022

CIVISTA BANK

By: [Signature]
Kerry Tuttle, Loan Operations Coordinator

STATE OF OHIO, COUNTY OF ERIE, ss,

BE IT REMEMBERED, That on this 13th day of December, 2022, before me, a Notary Public in and for said County and State, personally appeared the above named CIVISTA BANK, by Kerry Tuttle, its Loan Operations Coordinator, the individual who executed the foregoing instrument, and acknowledged that he did read and examine the same and did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year aforesaid.

5007882, 50078821, 10035871

THIS INSTRUMENT PREPARED BY: Civista Bank, P.O. Box 5016, Sandusky, OH 44871-9910



TIM A. WARNER
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
May 19, 2024

[Signature]
Notary Public

Exhibit A

LEGAL DESCRIPTION OF A 0.2500-ACRE
PARCEL A

Being a parcel of land situated in part of Lot 20, Section 3, Huron Township, Town-6-North, Range-22-West, Erie County, Ohio and being further described as follows:

COMMENCING at a found monument box marking the centerline intersection of Boos Road (Township Road 9) (60' R/W) with the centerline of Camp Road (Township Road 121) (40' R/W).

Thence, South 01° 26' 37" East, along the centerline of said Camp Road, a distance of 1,262.76 feet, to a set mag nail marking the POINT OF BEGINNING.

- 1) Thence, North 88° 33' 48" East, passing at a distance of 20.00 feet, a set 5/8" iron bar marking the easterly right-of-way of said Camp Road, a total distance of 220.30 feet, to a set 5/8" iron bar;
- 2) Thence, South 01° 25' 44" East, a distance of 301.36 feet, to a set 5/8" iron bar;
- 3) Thence, North 88° 46' 05" West, a distance of 12.01 feet, to a found 5/8" iron bar marking the southeasterly corner of a parcel of land, now or formerly owned by Andrew Joseph Overly and Phyllis Rose Miller through RN 202009491 of the records of Erie County;
- 4) Thence, North 01° 25' 44" West, along the easterly line of said Overly lands, a distance of 265.86 feet, to a found 5/8" iron bar marking the northeasterly corner of said Overly lands;
- 5) Thence, South 88° 33' 43" West, along the northerly line of said Overly lands, passing at a distance of 188.29 feet, a found 5/8" iron bar marking the easterly right-of-way of said Camp Road, a total distance of 208.29 feet, to a found mag nail marking the centerline of said Camp Road;
- 6) Thence, North 01° 26' 37" West, along the centerline of said Camp Road, a distance of 34.94 feet, to the POINT OF BEGINNING.

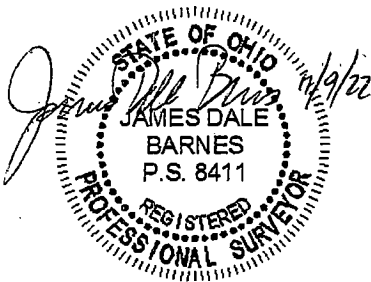
Containing in all, 0.2500 acres of land (10,890.16 sq. ft.) more or less, of which 0.0160 acres of land (698.77 sq. ft.) lies within the right-of-way of Camp Road.

The bearings referred to on are based on the Ohio North State Plane Coordinate System.

Prior Reference(s): RN 202009490

This legal description is based upon an actual field survey performed for the Andy Overly by James Dale Barnes, P.S. 8411, of Barnes Surveying in October, 2022.

November 9th, 2022
Job No. 22188
JDB/jdb



No. 32311

WARRANTY DEED

William L. Rosin

To

Board of County Commissioners
of Erie County, Ohio.

KNOW ALL MEN BY THESE PRESENTS, That I, William L. Rosin, (single)

the Grantor, for the consideration of Four -----20/100 Dollars (\$4.20)

received to my full satisfaction of Board of County Commissioners of Erie County, Ohio

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors heirs and assigns,
the following described premises, situated in the Township of Huron County of Erie, and State of Ohio:

Being a parcel of land on the north side of the Cleveland-Sandusky Road (I.C.H.#3) in Lot 27, Section 3, Huron Township, Erie County, Ohio, and more fully described as follows: Beginning at a point in the north line of the Cleveland-Sandusky Road (I.C.H.#3) which point is the intersection of the dividing line between the property of G. Dildine and the property of W. Rosin and the north line of Cleveland-Sandusky Road (I.C.H.#3); thence northerly along the dividing line between the property of G. Dildine and the property of W. Rosin a distance of 13.6 feet; thence easterly 80 degrees-10 minutes a distance of 127.15 feet to the dividing line between the property of W. Rosin and the property of C. Curtiss; thence southerly 94 degrees-30 minutes along the dividing line between the property of W. Rosin and the property of C. Curtiss a distance of 1.05 feet to the north line of the Cleveland-Sandusky Road (I.C.H.#3); thence westerly 91 degrees-15 minutes along the north line of the Cleveland-Sandusky Road (I.C.H.#3) a distance of 125.18 feet; thence north-westerly 150 degrees-22 minutes and still along the north line of the Cleveland-Sandusky Road (I.C.H.#3) a distance of .55 feet to the place of beginning and containing .021 acres.

be the same more or less, but subject to all legal highways.

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

And I the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors heirs and assigns, that at and until the enrolling of these presents I was well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever,

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its successors heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration (Grantor is single)

do hereby remise, release and forever quit-claim unto the said Grantee, ... heirs and assigns, all ... right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, I have hereunto set my hand, the 17th day of April in the year of our Lord one thousand nine hundred and twenty-six.

Signed and Acknowledged in the presence of

C. J. Strobel

William L. Rosin

Fred W. Bauer

THE STATE OF OHIO, ERIE COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named

William L. Rosin

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio

this 17th day of April A. D. 1926.

(Notarial Seal)

Received

Received April 23rd, 1926 at 8:10 A.M.

Recorded April 24th, 1926.

Fee for Record None

Fred W. Bauer,

Notary Public

Richard E. Riegger,
Recorder

WARRANTY DEED

Board of County Commissioners
of Erie County, Ohio.

Clarence Curtis

To

KNOW ALL MEN BY THESE PRESENTS, That 1, Clarence Curtis

the Grantor, for the consideration of One ----- 00/100 Dollars (\$1.00)

received to my full satisfaction of Board of County Commissioners of Erie County, Ohio

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors

~~heirs~~ and assigns,

the following described premises, situated in the Township of Huron

County of Erie, and State of Ohio:

Being a triangular parcel of land on the north side of the Cleveland-Sandusky Road (I.C.H.#3) in lot 27, Section 3, Huron Twp. Erie County, Ohio, and more fully described as follows: Beginning at a point in the north line of the Cleveland-Sandusky Road (I.C.H.#3) which point is the intersection of the dividing line between the property of W. Rosin and the property of C. Curtiss and the north line of the Cleveland-Sandusky Road, (I.C.H.#3); thence northerly along the dividing line between the property of W. Rosin and the property of C. Curtiss a distance of 1.05 feet; thence easterly 85 degrees-30 minutes a distance of 10.63 feet to the north line of the Cleveland-Sandusky Road (I.C.H.#3); thence westerly 5 degrees 45 minutes along the north line of the Cleveland-Sandusky Road (I.C.H.#3) a distance of 10.6 feet to the place of beginning and containing .0001 acres.

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

And I, Clarence Curtiss the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors ~~heirs~~ and assigns, that at and until the enrolling of these presents I was well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever,

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration we, Norma Curtis, wife of Clarence Curtis and Sarah Curtis widow of Ortugal Curtis, deceased do hereby remise, release and forever quit-claim unto the said Grantee, its successors ~~heirs~~ and assigns, all our right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hand the 17th day of April in the year of our Lord one thousand nine hundred and twenty-six.

Signed and Acknowledged in the presence of

Fred W. Bauer

Clarence Curtis

Idamae Hessler

Norma Curtis

Sarah Curtis

THE STATE OF OHIO, ERIE COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named

Clarence Curtis

who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio this 17th day of April A. D. 1926.

(Notarial Seal)

Received April 23rd, 1926 at 8:10 A.M.
Recorded April 24th, 1926.
Fee for Record : None

PROOF READ

Fred W. Bauer,
Notary Public
Richard E. Riegger,
Recorder

WARRANTY DEED

Board of County Commissioners
of Erie County, Ohio.

Gustavus Dildine

To

KNOW ALL MEN BY THESE PRESENTS, That I, Gustavus Dildine

the Grantor, for the consideration of One ----- 00/100 Dollars (\$1.00)

received to my full satisfaction of Board of County Commissioners of Erie County, Ohio

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors ~~heirs~~ and assigns,
the following described premises, situated in the Township of Huron County of Erie, and State of Ohio:

Being a triangular parcel of land on the north side of the Cleveland-Sandusky Road (I.C.H.#3) in Lot 27, Section 3., Huron Twp., Erie County, Ohio, and more fully described as follows: Beginning at a point in the north line of the Cleveland-Sandusky Road (I.C.H.#3) which point is the intersection of the dividing line between the property of G.Dildine and the property of E.Rosin and the north line of the Cleveland-Sandusky Road (I.C.H.#3); thence northerly along the dividing line between the property of G.Dildine and the property of E.Rosin a distance of 13.6 feet; thence westerly 103 degrees-01 minutes a distance of 31.85 feet to the north line of the Cleveland-Sandusky Road (I.C.H.#3); thence easterly 20 degrees 42 minutes along the north line of the Cleveland-Sandusky Road (I.C.H.#3) a distance of 37.8 feet to the place of beginning and containing .0015 acres.

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

And I the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors ~~heirs~~ and assigns, that at and until the enrolling of these presents I was well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever,

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration I, Eugenia Dildine, wife of Grantor herein do hereby remise, release and forever quit-claim unto the said Grantee, its successors ~~heirs~~ and assigns, all my right and expectancy of dower in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands, the day of April
in the year of our Lord one thousand nine hundred and twenty-six.

Signed and Acknowledged in the presence of

Fred W. Bauer

Gustavus Dildine

Idamae Hessler

Eugenia Dildine

THE STATE OF OHIO, ERIE
appeared the above named

COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally

G.Dildine and Eugenia Dildine, husband and wife

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio
this ... day of April A. D. 1926.
(Notarial Seal)

Revenue Stamp

Received April 23rd, 1926 at 8:10 A.M.
Recorded April 24th, 1926.
Fee for Record : None

Fred W. Bauer,

Notary Public

Richard E. Riegger,
Recorder

PROOF READ

No. 32315

WARRANTY DEED

Board of County Commissioners
of Erie County, Ohio

A.F. Linker

To

KNOW ALL MEN BY THESE PRESENTS, That I, A.F. Linker,

the Grantor, for the consideration of One 60/100 Dollars, (\$1.60)

received to my full satisfaction of Board of County Commissioners of Erie County, Ohio,

the Grantee, do give, grant, bargain, sell and convey unto the said Grantee, its successors ~~heirs~~ and assigns,
the following described premises, situated in the Township of Huron, County of Erie, and State of Ohio:

Being a triangular parcel of land on the south side of the Cleveland-Sandusky Road, in Lot 26, Section 3, Huron Twp., Erie County, Ohio; and fully described as follows:

Beginning at a point on the south line of the Cleveland-Sandusky Road (I.C.H.#3) which point is the intersection of the south line of the Cleveland-Sandusky Road (I.C.H.#3) and the east line of Camp Road; thence easterly along the south line of the Cleveland-Sandusky Road (I.C.H.#3) a distance of 109.63 feet; thence westerly 3 degrees, 27 minutes a distance of 107.03 feet to the east line of Camp Road; thence northerly 110 degrees, 19 minutes along the east line of Camp Road a distance of 7.02 feet to the place of beginning and containing .008 acres.

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

And I, the said Grantor, do for myself and my heirs, executors and administrators, covenant with the said Grantee, its successors ~~heirs~~ and assigns, that at and until the enrolling of these presents I was well seized of the above described premises, as 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 that the same are free from all incumbrances whatsoever,

and that I will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee its successors ~~heirs~~ and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration, I, Emma J. Linker, wife of Grantor herein, do hereby remise, release and forever quit-claim unto the said Grantee, its successors ~~heirs~~ and assigns, all my right and expectancy of dower in the above described premises.
IN WITNESS WHEREOF, We have hereunto set our hand & the 16th day of April, in the year of our Lord one thousand nine hundred and twenty-six.
Signed and Acknowledged in the presence of

Fred W. Bauer

A.F. Linker

Idamae Hessler

Emma J. Linker

THE STATE OF OHIO, ERIE COUNTY, ss. BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named

A.F. Linker and Emma J. Linker, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio,
this 16th day of April, A.D. 1926.

(Notarial Seal)

Fred W. Bauer,

Received April 23rd, 1926 at 8:10 A.M.
Recorded April 24th, 1926
Fee for Record: None

PROOF READ

Notary Public
Richard E. Riegger,
Recorder

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WM. ROSIN and ANNETTE ROSIN, (Husband and Wife) the Grantors, in consideration of One Dollars (\$/°) paid by the COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, the Grantees, the receipt of which is hereby acknowledged, do hereby grant to the said Grantees, their successors and assigns, the right and easement to construct, install, maintain, operate, repair, remove and replace a water main or mains, with all necessary fittings and valves, in and upon the following-described property, to-wit:

Situated in Sec. 3, Lot 27, Huron Twp., Erie County, Ohio and being a strip of land 25 feet in width, the southerly line of which binds on the C/L of the Cleveland-Sandusky Road and extends from the westerly property line to the easterly property line of the Grantors a distance of approximately 462 feet on the C/L of said road.

Also the right and easement to move onto said land, and there to use and operate, such machinery and equipment as may be required, from time to time, for the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains, including fittings and valves.

TO HAVE AND TO HOLD said right and easement unto the said Grantees, their successors and assigns, forever.

Provided, however, that such water main or mains shall be buried at least four (4) feet below the surface of the ground; and that all damages to crops, fences or other property of the Grantors caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains by the Grantees, their successors or assigns, shall be repaired or paid for by them.

IN WITNESS WHEREOF, the said WM. ROSIN and ANNETTE ROSIN have
hereunto set their hands, this 5th day of August 1959.

Signed and Acknowledged
in the Presence of:

C. A. Voight
Elma B. Voight

W. L. Rosin
Annette Rosin

STATE OF OHIO)
COUNTY OF ERIE) ss:

Before me, a Notary Public in and for said County and
State, personally appeared the above-named WM. ROSIN and ANNETTE
ROSIN, who acknowledged that they did sign the foregoing instru-
ment and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my
name and affixed my official seal at Huron,
Ohio, this 5th day of August 1959.



Elma B. Voight
Notary Public

ELMA B. VOIGHT, Notary Public
My Commission Expires Jan. 13, 1962

Prepared by:
C. A. Voight

167661
1959 DEC 8 AM 9 47

EASEMENT
From
ERIE COUNTY OHIO

Name WM. and ANNETTE ROSIN

Address R. D. #1

City & State Huron, Ohio

To The
COMMISSIONERS OF ERIE COUNTY, O.

TRANSFERRED

_____, 19____, Auditor

Received Dec. 8th., 1959

At 9:47 o'clock A. M.

Recorded Dec. 9th., 1959

In Erie County

Record of Deeds, Vol 305 Page 643-644

Carl A. Speir, Recorder

Recorder's Fee, \$10.00

THE ERIE COUNTY TITLE CO.

24126

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BARNES ROSES, INC., a corporation, the Grantor, in consideration of One Dollars (\$ 1.00) paid by the COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, the Grantees, the receipt of which is hereby acknowledged, does hereby grant to the said Grantees, their successors and assigns, the right and easement to construct, install, maintain, operate, repair, remove and replace a water main or mains, with all necessary fittings and valves, in and upon the following-described property, to-wit:

Situated in Sec. 3, Lot 26, Huron Twp., Erie County, Ohio and being a strip of land 25 feet in width, the southerly line of which binds on the C/L of the Cleveland-Sandusky Road and extends from the Grantors westerly line a distance of 580 feet easterly on the C/L of said road.

Also the right and easement to move onto said land, and there to use and operate, such machinery and equipment as may be required, from time to time, for the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains, including fittings and valves.

TO HAVE AND TO HOLD said right and easement unto the said Grantees, their successors and assigns, forever.

Provided, however, that such water main or mains shall be buried at least four (4) feet below the surface of the ground; and that all damages to crops, fences or other property of the Grantor caused by the constructing, installing, maintaining, operating, repairing, removing or replacing of such water main or mains by the Grantees, their successors or assigns, shall be repaired or paid for by them.

IN WITNESS WHEREOF, said BARNES ROSES, INC. has caused its corporate name to be subscribed, and its corporate seal to be affixed by its President and its Secretary, this 5th day of AUGUST 1959.

Signed and Acknowledged
in the Presence of:

BARNES ROSES, INC.

Thomas S. Buckingham
Norman Roe

By H. A. Barnes
President

Thomas S. Buckingham
Norman Roe

Joanna Barnes
Secretary

STATE OF OHIO)
COUNTY OF ERIE) ss:

Before me, a Notary Public in and for said County and State, personally appeared H. A. BARNES, President of BARNES ROSES, INC., the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that he did sign said instrument as such President, in behalf of said corporation and by authority of its Board of Directors; and that said instrument is his free act and deed individually and as such President, and the free and corporate act of said BARNES ROSES, INC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at SANDUSKY, Ohio, this 5th day of AUGUST 1959.

Prepared by
C. A. Voight



Thomas S. Buckingham
Notary Public

167662
1959 DEC 8 AM 9 47

EASEMENT
FROM
ERIE COUNTY, OHIO

Name BARNES ROSES, INC.

Address R. D. #1

City & State Huron, Ohio

To The
COMMISSIONERS OF ERIE COUNTY, O.

TRANSFERRED

, 19____, Auditor

Received Dec. 8th., 1959

At 9:47 o'clock A. M.

Recorded Dec. 9th., 1959

In Erie County

Record of Deeds, Vol. 305 Page 645-
646

Carl A. Spair, Recorder

Recorder's Fee, \$ No Fee

THE ERIE COUNTY TITLE CO.

22128

0035368

DECK 110 PAGE 248
EASEMENT #6487
W.O. #F-3179
EST.#93-167

KNOW ALL MEN BY THESE PRESENTS:

That BARNES NURSERY AND GARDEN CENTER, INC., a corporation,
the Grantor, claiming title by virtue of instrument recorded in Volume 553,
Page 754 of the Deeds of Erie County Records, for and in consideration of

the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, in, under and across the following described premises:

Situated in the Township of Huron, County of Erie,
State of Ohio, and being part of Original Lot #26, Section #3, Huron Township, Range 22, Twp 6.

The right of way above referred to is described as follows:

Beginning at the centerline of Camp Road and the northerly limits of Cleveland Road right-of-way, a distance of approximately four hundred twenty feet (420') in an easterly direction to the true place of beginning of said easement and right-of-way. Thence, in a northerly direction, a distance of approximately two hundred sixty-five feet (265'); thence, in a westerly direction, a distance of approximately sixty feet (60'); thence, terminating at a transformer pad.

APPROVED

[Signature] 4-13-93
ERIE COUNTY ENGINEER

In addition to said easement and right of way, the following rights are hereby granted to Ohio Edison Company:

- (1) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way across said premises such cables, wires, pipes, conduits, service pedestals, above-surface and sub-surface transformers, transformer pads, service hand-holes and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the underground distribution of electric current, including communication facilities;
- (2) To enter and pass on, over and across any part of said lot(s) when reasonably necessary for access to and from said right of way, and to use the premises parallel to and adjoining the boundaries of said right of way for piling dirt and for the operation of apparatus, appliances and equipment in exercising any of its rights enumerated herein;
- (3) To trim, cut and remove at any and all times any trees, limbs, roots, underbrush or other obstruction within or near said right of way which may in the judgment of the Grantee interfere with, limit access to or endanger transformers, service pedestals, cables or their appurtenances, or their efficient operation;
- (4) To install, construct, inspect, operate, replace, repair, patrol, maintain and remove in, under and along said right of way and within the street limits cables, wires, pipes, conduits, street light standards and other usual fixtures and appurtenances as may by Grantee be deemed necessary or become necessary for or in connection with the operation of street lights.

Grantor reserves the right to use the right of way area, but only for the purpose of planting grass, flowers and ornamental shrubbery and subject to Grantee's rights enumerated herein. In the event Grantee digs up the right of way or a portion thereof, or otherwise uses the right of way for any of the purposes herein enumerated, which requires the removal of said flowers or shrubbery, Grantee shall exercise ordinary care in removing and replanting them but will not assure the continued life of the flowers or shrubbery so removed and replanted.

The easement and rights herein granted are subject to the equal rights of other utilities in that portion of said premises which is designated on the plat of ----- Allotment as "-----foot easement for utility purposes."

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever; and the Grantor represents that it is the owner of the above-mentioned premises herein described.

IN WITNESS WHEREOF, BARNES NURSERY AND GARDEN CENTER, INC. has executed this easement by its duly authorized officers and has caused its corporate seal to be affixed this 30th day of March, 1993.

SIGNED IN THE PRESENCE OF:

BARNES NURSERY AND GARDEN CENTER, INC.

[Signature]
By
[Signature]
And

[Signature]
Signature of Officer
Pres.
Official Title
[Signature]
Signature of Officer
Vice Pres.
Official Title

STATE OF OHIO)
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 30th day of March, 19 93 by Robert W. Barnes, President and Jarret S. Barnes, Vice President on behalf of the corporation.

This instrument was prepared by
KATHY J. KOLICH
Attorney at Law



[Signature]
Notary Public
JACOB L. KREIDLER
Notary Public, State of Ohio
Commission Expires July 27, 1997

THIS SPACE RESERVED FOR
RECORDER'S STAMP

Handwritten:
M. J. Schaeffer
Ohio County, Co.
237 Washington
City

FILED FOR RECORD
O.R. BOOK 110 PAGE 248
93 APR 12 AM 10 45
JOHN W. SCHAEFFER
RECORDER
OHIO COUNTY, OHIO
249

MICROFILMED

0035368

Chicago Title
1360 East
Clev. OH 44114

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

IN RE:

AT&T FIBER OPTIC CABLE
INSTALLATION LITIGATION

THIS DOCUMENT RELATES TO:
1:00-cv-01293-DFH-TAB (Kale)

CAUSE NO. 1:99-ML-9313-DFH-TAB
MDL DOCKET NO. 1313

(OHIO ACTIVE LINES)

SUPPLEMENTAL FINAL ORDER AND JUDGMENT

On January 2, 2003, counsel for AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.) (collectively AT&T) and Class Counsel executed that Certain Ohio "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, providing AT&T, among other things, an easement running along certain railroad corridors in Ohio (the "Settlement Agreement"). On January 8, 2003, the Court entered an Order conditionally approving the Settlement Agreement. On October 6, 2003, this Court executed a Final Order and Judgment in these proceedings approving that settlement (the "Final Order and Judgment"), which was entered on October 7, 2003 and conformed *nunc pro tunc* on December 2, 2003.

In paragraph 8 of the Final Order and Judgment, the Court granted AT&T a sixteen and one half (16 1/2) foot wide easement, consistent with Paragraph VI.A.1 of the Settlement Agreement, for telecommunications purposes through the Settlement Corridor (as defined in the Settlement Agreement) vis-à-vis all Current Landowners (as defined in the Settlement Agreement) and their respective successors in interest. Under Paragraph VI.A.1. of the Settlement Agreement, this permanent telecommunications easement gives AT&T the right to

OK
LW PR JS SC

MICROFILMED
SCANNED

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 3-1-07

CHICAGO TITLE COMPANY

operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities, which have been or may be constructed, installed, or acquired by AT&T for its primary use.

Paragraph 12 of the Final Order and Judgment provides that AT&T or Class Counsel may, at their respective options and cost, file/record/index the Final Order and Judgment or a notice thereof, in the name of each Class Member who owns any property affected by the easement in the judgment or land records of the jurisdiction in which the real estate is located.

Paragraph 12 of the Final Order and Judgment also provided that this Court retains jurisdiction to enter supplemental orders and judgments to effectuate the recordation of AT&T's property rights.

This Supplemental Final Order and Judgment specifically identifies the owners of property affected by the easement described in Paragraph 8 of the Final Order and Judgment and describes the affected property to effectuate the recordation of AT&T's property rights.

Accordingly, in order to effectuate the recordation of AT&T's property rights, it is hereby **ORDERED AND ADJUDGED** as follows:

1. The maps included at Attachment A illustrate, by county in Ohio, the portions of railroad corridors and adjoining property affected by the easement provided in Paragraph 8 of the Final Order and Judgment. Attachment A is broken down by Ohio county into a number of sub-parts labeled A1, A2, A3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment A that corresponds to that county.

2. Attachment B is a series of descriptions, by county in Ohio, that describe the portions of railroad corridors and adjoining property affected by the easement provided in Paragraph 8 of the Final Order and Judgment. Attachment B is broken down for each Ohio county into a number of sub-parts labeled B1, B2, B3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment B that corresponds to that county.

3. Attachment C consists of two spreadsheets that list all owners of property from whom an easement was obtained and describes the parcels of property subject to the easement provided in Paragraph 8 of the Final Order and Judgment. One of the spreadsheets lists the parcels within each county by the names of the landowners, and the other spreadsheet lists the parcels within each county in order as they appear along the settlement corridors. Each spreadsheet in Attachment C is broken down by Ohio county into a number of sub-parts labeled C1, C2, C3, etc. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records or land records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, it is permitted to attach to this Supplemental Final Order and Judgment only the sub-part of Attachment C that corresponds to that county.

4. If AT&T chooses to file/record/index this Supplemental Final Order and Judgment in the judgment records of a particular county pursuant to Paragraph 12 of the Final Order and Judgment, the Supplemental Final Order and Judgment shall be filed/recorded/indexed by the names of the parties listed in the column "Property Owner Name" of Attachment C to this

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made and entered into this 21 day of February, 2012, by and between **BARNES NURSERY, INC.**, an Ohio corporation ("Seller"), and **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation ("Buyer").

RECITALS:

WHEREAS, Buyer is, on this date, acquiring from Seller the fee interest in certain real property located in Erie County, Ohio, legally described on **Attachment A**, which is attached hereto and incorporated herein by this reference (the "Buyer Property"); and

WHEREAS, Seller is retaining certain real property in Erie County, Ohio, legally described on **Attachment B**, which is attached hereto and incorporated herein by this reference (the "Seller Property"); and

WHEREAS, Seller and Buyer desire to enter into this Agreement to reserve unto Seller and create certain access and maintenance easements in favor of the Seller and the Seller Property over a portion of the Buyer Property, all as more fully described in this Agreement, and Seller and Buyer desire to set forth in writing the terms of their agreement with respect thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. Seller hereby reserves unto Seller and Seller's successors and assigns pursuant to all of the terms and conditions of this Agreement the following rights in and to the Buyer Property (sometimes collectively referred to as the "Easements"):
 - a. An easement for the use, maintenance, and replacement of irrigation and trunk lines, which easement shall be in the location as generally depicted on **Attachment C**, which is attached hereto and incorporated herein by this reference (the "Water Line Easement"), which Water Line Easement shall be fifteen feet (15') on each side of the center line of the actual location of each of the irrigation and trunk lines. All access to the Water Line Easement by Seller shall be, where practical, directly from the Seller Property to the Water Line Easement along the Water Line Easement.
 - b. An easement for the use, maintenance, and replacement of drainage lines and tiles, which easement shall be in the location as generally depicted on **Attachment C** ("Drainage Easement"). This Drainage Easement shall be fifteen feet (15') on each side of the center line of the actual location of

HARTUNG TITLE ORDER # E 221588

each of the drainage lines and tiles. All access to the Drainage Easement shall be, where practical, directly from the Seller Property to the Drainage Easement along the Drainage Easement.

- c. An easement for the use, maintenance and replacement of the electrical line in the location as generally depicted on **Attachment C** (the "Electrical Line Easement"), which Electrical Line Easement shall be fifteen feet (15') on each side of the center line of the actual location of said electrical line. All access to the Electrical Line Easement shall be, where practical, directly from the Seller Property to the Electrical Line Easement along the Electrical Line Easement.
- d. An easement for the use, maintenance and replacement of the pump house in the location generally depicted on **Attachment C** (the "Pump House Easement"), along with access to the pump house along the existing roadway by pedestrian or appropriate vehicular means (the "Pump House Access Easement"), under the following terms and conditions:
 - i. The Seller shall have daily access to the pump house. The Seller shall be permitted to allow an employee of the Seller to occupy the pump house for the purpose of the furtherance of the business of the Seller.
 - ii. The Seller shall be permitted to maintain the land around the pump house in a radius of twenty five feet (25') from the outside walls of the pump house. Seller shall be obligated to build a fence, at least 8 feet high, completely enclosing this area, which fence shall be completed within 180 days following Buyer's acquisition of the Property, and Seller shall be responsible for maintenance, repair and replacement of the fence.
 - iii. The Seller shall be permitted to maintain and replace conduits, electrical boxes, and appurtenances in the vicinity of the pump house.
 - iv. The Seller shall be permitted to replace the pump house in the approximate and same configuration as the building now stands as long as the footprint of said building is not larger than the existing building.
- e. An easement for use, maintenance, reconstruction and replacement of the irrigation channel for any lawful and permitted purpose in the location generally depicted on **Attachment C** (the "Irrigation Channel Easement"), along with access to the irrigation channel along the Pump House Access Easement, and in an area fifty feet on each side of the actual location of the irrigation channel, by pedestrian or appropriate vehicular means, including dredging equipment. It is acknowledged that the irrigation channel is approximately 1,100 feet in length, 60 feet in width, and 20 feet in depth and contains a peninsula that runs along the east side, land that runs along the east side 1,100 feet and land along the west side of approximately 1,000 feet. Any equipment used by Seller for construction,

reconstruction or relocation must be confined within the area of the Irrigation Channel Easement described in the preceding sentence. It is further acknowledged that the irrigation channel contains a rock filter constructed with limestone boulders, which is part of the irrigation channel and contained in the Irrigation Channel Easement, located 700 feet from the south end of the channel, encompassing the width of the channel, approximately 12 feet high and 10 feet wide.

The Irrigation Channel Easement is subject to the following terms and conditions:

- i. The Seller, consistent with law and regulation, be permitted to dredge the irrigation channel and remove dredging material through the Pump House Access Easement;
- ii. The Buyer shall not impede the flow of water into and through the irrigation channel and rock filter;
- iii. Should it become necessary for the Seller to obtain a submerged land lease or permit in order to continue use of the irrigation channel, then the Buyer shall extend reasonable cooperation to the Seller, at no cost to Buyer, in seeking permitting or a submerged lands lease for the use or reconstruction of the irrigation channel from the Ohio Department of Natural Resources, the United States Army Corps of Engineers, or similar regulatory agencies.
- iv. The Buyer shall not alter the irrigation channel or the rock filter.
- v. The Seller may reconstruct and reconfigure the rock filter as necessary for its utilization of the irrigation channel.
- vi. The Seller may access the rock filter through the Pump House Access Easement and the Irrigation Channel Easement for the purposes of temporary removal, washing and replacement of the same.

3. a. The Easements described in Sections 2.a. through 2.e. shall be perpetual, and shall be appurtenant to the Seller Property, shall run with the Seller Property and the Buyer Property and shall bind and inure to the benefit of the heirs, personal representatives, and successors in title to Seller and Buyer and to the future owners of all or any portion of the Seller Property or the Buyer Property. Seller's use of the Buyer Property shall at all times be in a manner consistent with the WRRSP Environmental Covenant which encumbers the Buyer Property. Seller shall carry commercially reasonable insurance relating to its use of the Buyer Property and shall hold Buyer harmless from any loss, cost, damage or liability occasioned by Seller's use of the Buyer Property. With respect to workers compensation, Seller is a state-fund employer, and will provide a certificate of compliance with the Workers Compensation Act. Any costs arising from the continued operation and use of the aforementioned

Easements, including, but not limited to, governmental fees and licenses and utilities, shall be borne exclusively by the Seller.

b. Notwithstanding anything to the contrary contained in the foregoing, in the event that Seller shall partially or completely discontinue use of the Seller Property for its present use as [an agricultural and horticultural product and service operation] OR a supplier of ornamental floriculture and nursery products, or shall convey the Seller Property to a third party that partially or completely discontinues use of the Seller Property for the same use, then the Easements shall automatically become null and void and no further force and effect, and Seller agrees for Seller and Seller's successors and assigns to execute documentation in recordable form evidencing such termination, and Seller's conveyance to a third party shall require that Seller's purchaser agree to the terms and conditions of this Agreement.

4. As long as Seller continues to use any of the aforementioned Easements, Seller shall be obligated to maintain, repair and replace the components thereof in a good workmanlike manner, free from material defects and in a safe fashion, all at Seller's sole cost and expense. Seller shall be solely responsible for maintenance, repair and replacement to the area of the Easements, and any disturbance to the surface of the Buyer Property must be repaired to the prior condition that exists as of the time of the execution of this easement. All such maintenance, repair and replacement, other than day to day operations, shall only be performed after providing Buyer and Ohio EPA (DEFA) with at least sixty (60) days advance notice, and must be performed in accordance with all applicable laws and the WRRSP Environmental Covenant (the "Covenant") which encumbers the Buyer Property. In the event of an emergency, the Seller may conduct maintenance and repair without such notice. Any disturbance of the Property that is the subject of the Covenant that may be created by Seller's exercise of Seller's rights under the terms and conditions of the easements created herein are subject to the terms and conditions of the Environmental Covenant as they may apply to the Owner of the Property, including, but not limited to, restoration of the disturbed areas to the preexisting condition. Plans for construction, reconstruction or relocation shall be submitted sixty (60) days in advance of the intended initiation for approval by Ohio EPA (DEFA) with notice sent as specified in the Environmental Covenant. Initiation shall not begin within the sixty (60) day period without Ohio EPA (DEFA)'s approval.

5. Buyer shall have the right, upon at least thirty (30) days advance written notice to Seller, to relocate all or a portion of the trunk lines, irrigation lines and drainage lines and tiles described in Section 2.a. and 2.b., the electrical line described in Section 2.c., and the Pump House Access Easement described in 2.d., if in Buyer's sole discretion, the Buyer Property would benefit from such relocation. Said relocation shall be at Buyer's sole cost and expense, shall be conducted in such a manner as to cause the least disruption to Seller's business operations as is reasonably possible, and the replacement lines shall be of at least the same functional quality as those existing at the time of relocation.

6. In the event of any breach of this Agreement by either party or any successor in interest to either Seller or Buyer, the aggrieved party shall have all rights and

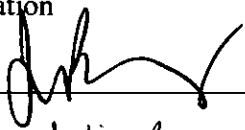
remedies available at law or in equity, including the right to enforce this Agreement by specific performance.

7. This Agreement shall be governed by the laws of the State of Ohio. Any litigation resulting from or over the terms of this agreement shall be venued in the Common Pleas Court of Erie County, Ohio, at Sandusky.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the date first above written.

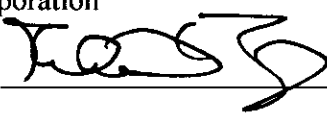
SELLER

BARNES NURSERY, INC., an Ohio corporation

By: 
Name: Julie Barnes Foster
Title: sect/treas.

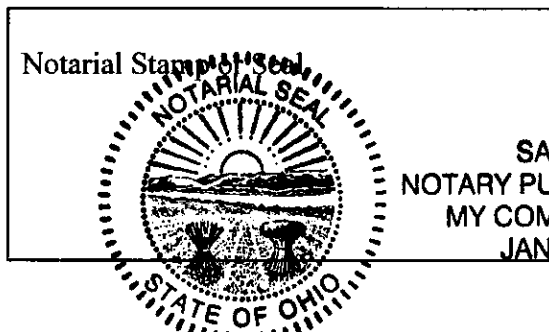
BUYER:

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation

By: 
Name: Michael C. Zender
Title: Senior Counsel

STATE OF OHIO)
) ss.
 COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 27 day of February, 2012, by Julie B. Foster the Secretary/Treasurer of Barnes Nursery, Inc., an Ohio corporation, on behalf of the corporation.

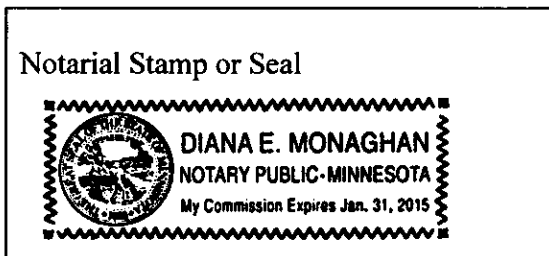


SALLY A. CROW
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES
 JANUARY 25, 2014

Sally A. Crow
 Signature of Person Taking Acknowledgment

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of February, 2012, by Michael C. Zender the Senior Counsel of The Trust for Public Land, a nonprofit California public benefit corporation, on behalf of the corporation.



Diana E. Monaghan
 Signature of Person Taking Acknowledgment

THIS INSTRUMENT DRAFTED BY:

 THE TRUST FOR PUBLIC LAND (MZ)
 2610 University Avenue, Suite 300
 St. Paul, MN 55114
 Telephone: (651) 999-5319

ATTACHMENT A

Legal Description of Buyer Property

The following real property in the County of Erie, State of Ohio, legally described as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Deed Volume 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof, said point being the principal place of beginning of the parcel herein described:

Thence North 87 degrees 12 minutes 32 seconds West along the northerly line of said parcel of land conveyed to Jeffry C. Hessler, 280.28 feet to its intersection with the easterly line of a parcel of land conveyed to Erie Metroparks by RN 200600702 from which point a 1 inch iron pipe found bears South 87 degrees 12 minutes 32 seconds East, 0.10 feet;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Erie Metroparks, 2355.52 feet passing over a 3/8 inch iron pin found, a total distance of 2717.27 feet to its intersection with the southerly line of a parcel

of land conveyed to State of Ohio Department of Natural Resources by Volume 477, Page 516 Erie County Deed Records;

Thence South 72 degrees 59 minutes 02 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 767.08 feet to an angle point therein;

Thence South 87 degrees 08 minutes 44 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 668.20 feet to its intersection with the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Volume 568, Page 433 Erie County Deed Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources and the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Deed Volume 005, Page 885 Official Records Erie County and the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records, 952.47 feet passing over a 5/8 inch iron pin with cap set, a total distance of 2171.47 feet to a 5/8 inch iron pin with cap set therein;

Thence South 89 degrees 57 minutes 20 seconds West, 1087.61 feet to a 5/8 inch iron pin with cap set;

Thence South 00 degrees 21 minutes 20 seconds East, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 87 degrees 12 minutes 32 seconds West, 20.03 feet to the principal place of beginning and containing 3,232,314 square feet or 74.2037 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011. 

ATTACHMENT B

Legal Description of Seller Property

The following real property located in the County of Erie, State of Ohio, legally described as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Book 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet, a Delta of 05 degrees 38 minutes 00 seconds and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164,437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

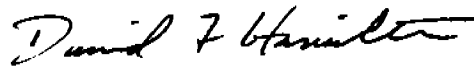
ATTACHMENT C

Survey Depiction of Easements

Supplemental Final Order and Judgment as grantors and AT&T Corp. and AT&T
Communications - East, Inc. as grantee.

5. Additionally, AT&T, at its own cost may, pursuant to Ohio Revised Code §5301.252, execute Affidavits in Aid of Title reciting the terms of the easement provided by Paragraph 8 of the Final Order and Judgment and file the Affidavits in Aid of Title in the land records of each Ohio County, indexed by the names of the railroad corridors affected by the easement. A sample form for the Affidavits in Aid of Title that may be used is included as Attachment D.

SO ORDERED this 21st day of November, 2006.



Judge, David F. Hamilton
United States District Court
Southern District of Indiana
Indianapolis Division

Distribution:

William P. Wooden
James M. Boyers
WOODEN & MCLAUGHLIN
wwooden@woodmclaw.com
jboyers@woodmclaw.com

Nels Ackerson
ACKERSON KAUFFMAN FEX, P.C.
nackerson@ackersonlaw.com

Henry J. Price
PRICE, WAICUKAUSKI REILY &
DeBROTA, LLC
hprice@price-law.com

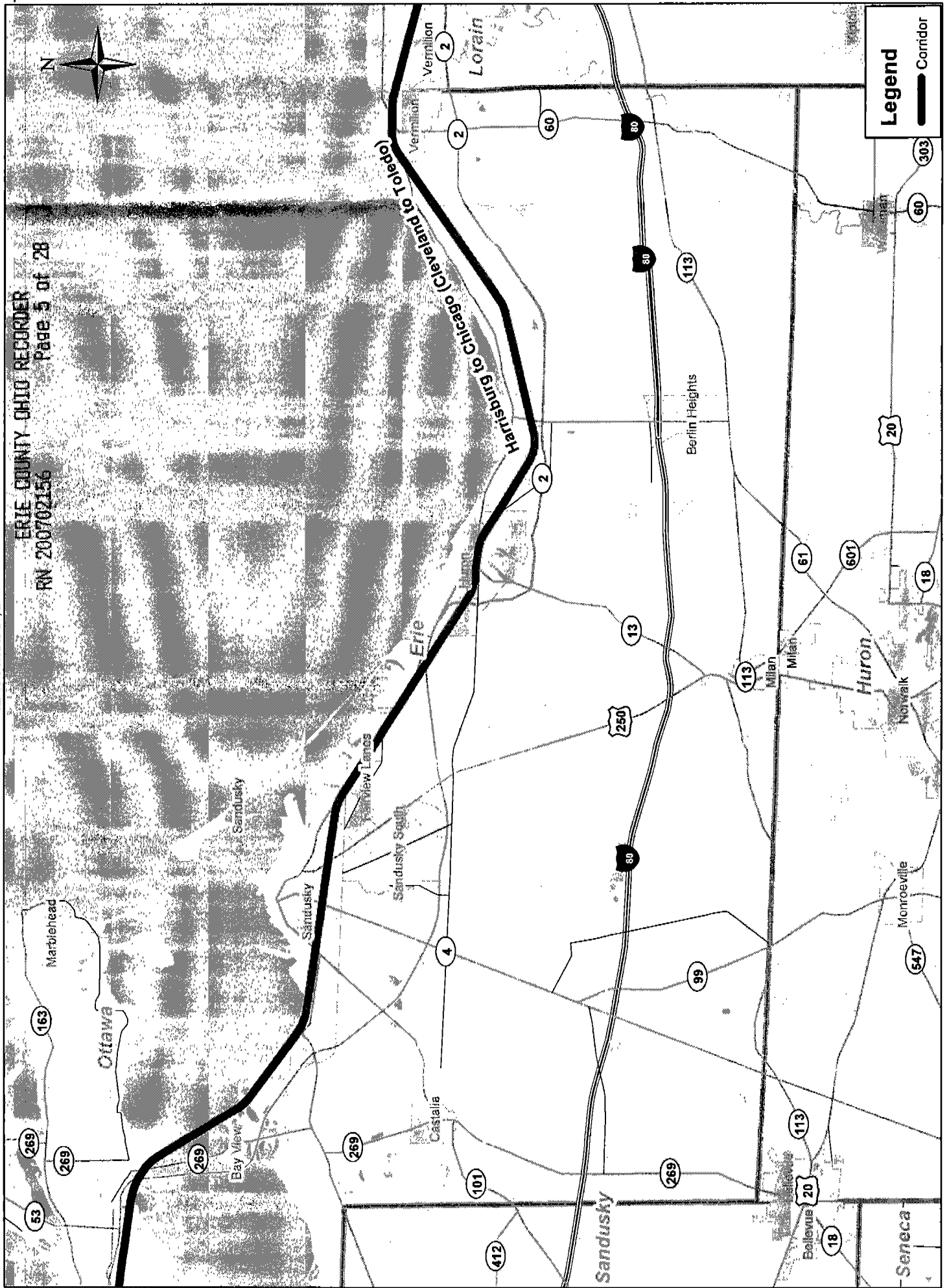
John B. Massopust
ZELLE, HOFMANN, VOELBEL,
MASON & GETTE, LLP
jmassopu@zelle.com

Howard N. Feldman
B. Haven Walling, Jr.
DICKSTEIN SHAPIRO LLP
feldmanh@dicksteinshapiro.com
wallingb@disksteinshapiro.com

Nicholas C. Nizamoff
STUART & BRANIGIN
ncn@stuartlaw.com

Roger C. Johnson
KOONZ McKENNEY JOHNSON
DePAOLIS & LIGHTFOOT
rjohnson@koonz.com

Nancy Winkelman
SCHNADER HARRISON SEGAL &
LEWIS
nwinkelman@schnader.com



Ohio - Erie County
Descriptions of Settlement Corridor Beginning and Ending Points
As of October 17, 2006

ERIE COUNTY OHIO RECORDER
RN 200702156
Page 6 of 28

Harrisburg to Chicago (Cleveland to Toledo) - Conrail

Beginning Point – 1,650 ft. southeast of the intersection of U.S. Highway 6 and Bridgeport Dr. in the City of Vermilion, Erie County, Ohio.

The corridor travels east along Lake Erie through the following sections:

TWN6N-RNG20W	TWN6N-RNG20W-LOT2	TWN6N-RNG22W-LOT28
TWN6N-RNG20W-LOT23	TWN6N-RNG20W-LOT22	TWN6N-RNG22W-LOT29
TWN6N-RNG20W-LOT27	TWN6N-RNG20W-LOT3	TWN6N-RNG22W-LOT30
TWN6N-RNG20W-LOT28	TWN6N-RNG20W-LOT4	TWN6N-RNG22W-LOT24
TWN6N-RNG20W-LOT29	TWN6N-RNG20W-LOT5	TWN6N-RNG22W-LOT25
TWN6N-RNG20W-LOT30	TWN6N-RNG20W-LOT6	TWN6N-RNG22W-LOT26
TWN6N-RNG20W-LOT31	TWN6N-RNG20W-LOT7	TWN6N-RNG22W-LOT27
TWN6N-RNG20W-LOT32	TWN6N-RNG20W-LOT8	TWN6N-RNG22W-LOT28
TWN6N-RNG20W-LOT33	TWN6N-RNG20W-LOT9	TWN6N-RNG22W-LOT30
TWN6N-RNG20W-LOT34	TWN6N-RNG20W-LOT17	TWN6N-RNG22W-LOT29
TWN6N-RNG20W-LOT8	TWN6N-RNG20W-LOT16	TWN6N-RNG22W-LOT32
TWN6N-RNG20W-LOT9	TWN6N-RNG20W-LOT15	TWN6N-RNG22W-LOT33
TWN6N-RNG20W-LOT35	TWN6N-RNG20W-LOT13	TWN6N-RNG23W-LOT3
TWN6N-RNG20W-LOT34	TWN6N-RNG20W-LOT14	TWN6N-RNG23W-LOT4
TWN6N-RNG20W-LOT21	TWN6N-RNG22W-LOT14	TWN6N-RNG23W
TWN6N-RNG20W-LOT33	TWN6N-RNG22W-LOT24	-
TWN6N-RNG20W-LOT32	TWN6N-RNG22W-LOT23	LOT32
TWN6N-RNG20W-LOT31	TWN6N-RNG22W-LOT22	LOT31
TWN6N-RNG20W-LOT30	TWN6N-RNG22W-LOT25	LOT30
TWN6N-RNG20W-LOT18	TWN6N-RNG22W-LOT26	LOT29
TWN6N-RNG20W-LOT29	TWN6N-RNG22W-LOT31	LOT28
TWN6N-RNG20W-LOT17	TWN6N-RNG22W-LOT30	LOT27
TWN6N-RNG20W-LOT26	TWN6N-RNG22W-LOT29	LOT26
TWN6N-RNG20W-LOT25	TWN6N-RNG22W-LOT24	LOT25
TWN6N-RNG20W-LOT16	TWN6N-RNG22W-LOT23	LOT22
TWN6N-RNG20W-LOT1	TWN6N-RNG22W-LOT27	-

Ending Point – 5,850 ft. north of the intersection of State Highway 269 and East Bayview Rd. in Erie County, Ohio.

Primary Sert. Property Owner Name										Property Information										
Property Owner Name		Mailing Address		City		State	Zip	Property County	Tax Parcel Number	Property Address		Property Description		Revised	Tax Map Number	Section	Township	Range	Acreage	Total Front Footage
Count	Property Owner Name	Address	City	State	Zip	Property County	Tax Parcel Number	Property Address	Property Description	Revised	Tax Map Number	Section	Township	Range	Acreage	Total Front Footage				
1	220 SANDUSKY PROPERTY LLC	PO BOX 227	NORWALK	OH	44057	ERIE	3705292000	1941 MILAN	OL 18 S PT 10A SURV EX & SE TR 43 ALL BET LS & MS RR ETC	Control					1,579					
2	J & M REALTY	1607 STATE RD, STE 6	VERMILION	OH	44080	ERIE	1201271000	11906 LAKE	SE 1/4 LOT 20 E PT 5 OF RD EX 28 W PT 5 OF RD EX 115A	Control					172					
3	AIR INN INC	721 ST ALBANS DR	BOCA RATON	FL	33486-1311	ERIE	3102214000	0 CLEVELAND	SE 24 N OF CLEVELAND SANDUSKY RD 6.8219A	Control					350					
4	AMERICAN COLORS INC	P.O. BOX 397	SANDUSKY	OH	44870	ERIE	6000797000	1110 EDGEWATER	28 29 N OF VENICE RD 10.9867A	Control					671					
5	AMERICAN MARY LOU & MICHAEL THOMAS	813 N. DEPOT STREET	SANDUSKY	OH	44870	ERIE	3800052000	813 DEPOT	28 29 N OF VENICE ST WH	Control					44					
6	AKTINO, DANNY I & PATRICIA	P O BOX 465	HURON	OH	44839	ERIE	4201424000	418 WILDER	QC 1 NORTH OF R R PARCEL D 527A	Control					93					
7	ARWOOD, JUANITA L	817 NORTH DEPOT ST	SANDUSKY	OH	44870	ERIE	5802370000	817 DEPOT	24 25 N DEPOT STREET WH	Control					44					
8	AUTOMOTIVE INDUSTRIES MFG INC	1608 SAWMILL PARKWAY	HURON	OH	44839	ERIE	4202021000	1608 SAWMILL PARKWAY	SSC 2 E OF RYE RD RD N OF RR 4.5 OF RYE PASS 69.271A	Control					3,232					
9	AUTOMOTIVE INDUSTRIES MFG INC	1608 SAWMILL PARKWAY	HURON	OH	44839	ERIE	4202021002	0 SAWMILL PARKWAY	25 SIDE SAWMILL PARKWAY 1.000A	Control					111					
10	BAHNSEN, FRANK & NANCY	406 W BOGART ROAD	SANDUSKY	OH	44870	ERIE	5802095000	1627 HAYES	35 36 37 38 N DEPOT STREET WH	Control					88					
11	BAHNSEN, FRANK & NANCY	406 W BOGART ROAD	SANDUSKY	OH	44870	ERIE	5802095000	1621 HAYES	39 N DEPOT STREET WH	Control					1					
12	BAILEY, LARRY JR & AMY B	4670 FREDERICK AVE	VERMILION	OH	44089	ERIE	2210022000	4670 FREDERICK	290 251 FREDERICK AVENUE	Control					80					
13	BARDSLEY APARTMENTS INC	3210 W CLEVELAND RD	HURON	OH	44839	ERIE	3900659000	3220 CLEVELAND	22-6-3126 WPT BETW ETC 2.7676A	Control					217					
14	BARNES NURSERY & GARDEN CENTER INC	3311 CLEVELAND RD WEST	HURON	OH	44839	ERIE	3900321000	5315 CLEVELAND	22-6-3 27 SW COR OF SUB 3 EX ETC 979A	Control					78					
15	BAYNE, GERALD C & DIANA M	1512 W TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5800146000	1512 TAYLOR	29 TAYLOR ST WH 31798	Control					34					
16	BEACH, SHERYL D ET AL	5322 CLEVELAND RD E	HURON	OH	44839	ERIE	1200887000	5322 CLEVELAND	20-6-4 LOT 2 EPT BETW RD & RR EX 14.956A	Control					14					
17	BERLIN TWP TRUSTEES				00000	ERIE	0430010000	0 DEPOT	9-17 E OF CEYLON RD N OF R R	Control					0.39					
18	BEULAH BEACH CORP	6101 WEST LAKE RD	VERMILION	OH	44089	ERIE	1400051000	0 SR 6	20-6-3 26 S END & N END EX 04 R/W ETC 27.4855A	Control					28					
19	BICKLEY, FRANK J	510 WILDER AVENUE	HURON	OH	44839	ERIE	4201484000	510 WILDER	ST. OT. 20 PARCEL A 639A	Control					70					
20	BILLMAN, THOMAS T & LISA A	915 POLK STREET	SANDUSKY	OH	44870	ERIE	5801041000	0 DEPOT	6 7 N DEPOT STREET WH	Control					64					
21	BISHOP OF TOLEDO	429 CENTRAL AVE	SANDUSKY	OH	44870	ERIE	5800216000	2020 SAFFORD	CAL VERTY CENTER	Control					143					
22	BISHOP OF TOLEDO				00000	ERIE	5800203000	0 MILLS	MILLS 173A TR. N OF PERKINS AVE	Control					770					
23	BISSELL, WILLIAM ENNETT & MARSHA E	6210 BARNES ROAD	VERMILION	OH	44089	ERIE	1201414000	6210 BARNES	3-21 34 35 E SIDE OF BARNES RD 3.0913A	Control					1,351					
24	BISSELL, WILLIAM ENNETT & MARSHA E	6210 BARNES ROAD	VERMILION	OH	44089	ERIE	1201414001	6210 BARNES	3-21 E SIDE OF BARNES RD 1.9297A	Control					35					
25	BLACKMON, GREEN	P.O. BOX 841	SANDUSKY	OH	44870	ERIE	5700610000	0 PARISH	1000 MILAN RD WHOLE	Control					36					
26	BLACKMON, GREEN	P.O. BOX 841	SANDUSKY	OH	44870	ERIE	5700610000	0 PARISH	40X 143 EX W 9'	Control					54					
27	BLACKMON, GREEN D	P.O. BOX 841	SANDUSKY	OH	44870	ERIE	5700610000	0 PARISH	1001 MILAN RD WH 40X148 EX W 4.5 AV	Control					41					
28	BOUY, LEE ANN	5310 BARRETT ROAD	SANDUSKY	OH	44870	ERIE	3301219000	5310 BARRETT	24-6-4 LOT 17 1A S OF RD EX 23A & NW PT 5 OF RD EX 2916A 14784A	Control					622					
29	BOTY, ECTOR	1112 HUNTINGTON AVE	SANDUSKY,	OH	44870	ERIE	5700615000	1112 HUNTINGTON	OL 23 SUB OF LOT 12 E OF CITY EX TR 119A	Control					88					
30	BROWN DONALD A TRUSTEE	5605 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200550000	0 LAKE	20-6-4 1 W PT BETW RD & RR EX 2 E PT BETW RD & RR EX	Control					974					
31	BROWN DONALD A TRUSTEE	5605 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200640000	0 JOEPA	20-6-3 LOT 16 N OF R EX 442A STRIP 14.7971A	Control					1,659					
32	BROWN DONALD A TRUSTEE	5605 WEST LAKE RD	VERMILION	OH	44089	ERIE	1201680000	0 CLEVELAND	4-1 EPT BETW RD & RR & RW OF W CLEVE SAND RD ETC	Control					476					
33	BROWN, THOMAS L & JUDITH A	1500 GEORGE ST	SANDUSKY	OH	44870	ERIE	5802354001	1500 GEORGE	LOTS 77-76-68 W OF MILLS GREEN & N OF VENICE 2.000A	Control					469					
34	BRIDGEMAN, CHRISTOPHER & ROSALYNN R	7410 FRALLEY RD	VERMILION	OH	44089	ERIE	1200094000	7410 FRALLEY	2 LOT 2 & 22 E SIDE OF FRALLEY ROAD 1.36A	Control					426					
35	BULAN, RICHARD J & EILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800089000	0 VERMILION	26 27 BETW RR & E OF RIVER RD 182A	Control					0.182					
36	BULAN, RICHARD J & EILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800859000	0 VERMILION	20-6-1 25 TR 5 OF R & E OF RIVER 33A	Control					0.33					
37	BULAN, RICHARD J & EILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800861000	0 VERMILION	20-6-1 12 25 5 40' OF 120' S OF R S OF R & E OF RIVER NEW R 11A	Control					0.15					
38	BULAN, RICHARD J & EILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800862000	710 VERMILION	SURE 2.944A	Control					3					

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79	FABER JOAN F OR KENNETH E TRUSTEES	30319 FOX RUN	BIRMINGHAM	MI	48025	ERIE	4190025000	4409 CLEVELAND	22-6-4 LOT 32 SW PT & N OF RD 11902A	1	179
80	FABER JOAN F OR KENNETH E TRUSTEES	30319 FOX RUN	BIRMINGHAM	MI	48025	ERIE	4190025000	0 SR 2	22-6-4 32 SW PTN OF ROAD 11902A	2	230
81	FALOR, KENNETH H & MARY ANN	1341 CLINTON STREET	SANDUSKY	OH	44870	ERIE	5800679000	0 CLINTON	OF CLEVELAND RD 20955A 146 CLINTON ST 01 35 SE COR .064 AC. 34 NE COR EX	0	197
82	FERRISON, PATRICIA L	11615 MCDONOUGH ST	SANDUSKY	OH	44870	ERIE	5801795000	0 DETROT	211 213 MCDONOUGH STREET W/ 209 WHOLE EX N 9 5	0	121
83	FICHTEL, FRED W	9417 WEST DARRROW RD	VERMILION	OH	44080	ERIE	1201801000	0 DARRROW	20-6-4 13 EET S OF RD 183454A	18	459
84	FIRELANDS HABITAT FOR HUMANITY	356-1/2 MAIN STREET	HIRON	OH	44839	ERIE	5700860000	0 WAMAUO	74 SUNNYSIDE ACRES 2	0	98
85	FIRELANDS HABITAT FOR HUMANITY	356-1/2 MAIN STREET	HIRON	OH	44839	ERIE	5700861000	0 WAMAUO	75 SUNNYSIDE ACRES 2	0	84
86	FIRELANDS HABITAT FOR HUMANITY	356-1/2 MAIN STREET	HIRON	OH	44839	ERIE	5700862000	0 WAMAUO	76 SUNNYSIDE ACRES 2 EX 6	0	83
87	FITZTHUM, TERRY J & TERESA G	1366 TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5800101000	1366 TYLER	227 TAYLOR STREET WHOLE 30X100	0	34
88	FRALEY, LISA A	4728 FREDERICK AVENUE	VERMILION	OH	44089	ERIE	1200031000	4728 FREDERICK	244 FREDERICK AVE & 245 FREDERICK AVE W PT	0	100
89	FRIES STEVEN D SUCCESSOR TRUSTEE	165 E WATER ST	SANDUSKY	OH	44870	ERIE	6000645000	5402 BARRETT	24-6-4 LOT 22 NW CORNER EX ETC 1.067A	1	66
90	Frost Family Company, LTD	21460 Aberdeen Road	ROCKY RIVER	OH	44116	ERIE	1201238000	0 SR 6	20-6-2 LOT 32 WH DARR PT EX R W ETC 20.8746A	21	574
91	Frost Family Company, LTD	21460 Aberdeen Rd	Rocky River	OH	44116-1114	ERIE	1200776000	13910 LAKE	20-6-2 33S OF RD N OF ETC 18.1210A	18	426
92	GENESIS HOLDINGS LTD	618 RYE BEACH ROAD	HIRON	OH	44839	ERIE	4202669000	618 RYE BEACH	22-6-2 L 28 W/2 N OF RR 3.464A	5	634
93	GENESIS HOLDINGS LTD	618 RYE BEACH ROAD	HIRON	OH	44839	ERIE	4202670001	0 SAWMILL PARKWAY	2-28-5 SID SAWMILL PARKWAY 3.997A	4	291
94	GERBER ETAL, GRENOLD	P O BOX 2232	SANDUSKY	OH	44870	ERIE	3301761000	0 BARRETT	A-17 S SIDE OF BARRETT RD 23.59A	26	317
95	GILBERT, TODD A	221 NORTHWEST ST	BELEVUE	OH	44811	ERIE	5801210000	1621 MCDONOUGH	1-3 INCL N DETROT STREET WH 22 PARK RIDGE SUB 3	0	111
96	GILLES DONALD N & SHERILL R	933 GLENVIEW DR	HIRON	OH	44839-267	ERIE	4201870008	933 GLENVIEW	80 LOT 28 N PT 5 OF RD ETC 2.7A	3	381
97	GLENBROOK PARTNERS	GLENBROOK OFFICE PARK	VERMILION	OH	44089	ERIE	1201198000	13920 LAKE	26 TAYLOR ST WH 37X115 12 PARK RIDGE SUB 3	0	75
98	GOMEZ ETAL, RICHARD A	127 LAKELAND	SANDUSKY	OH	44870	ERIE	5800482000	1392 TAYLOR	18 PARK RIDGE SUB 3	0	34
99	GOSSETT, THOMAS A & CHRISTINE E	1105 FURTH STREET	SANDUSKY	OH	44870	ERIE	4201870001	921 GLENVIEW	18 PARK RIDGE SUB 3	0	75
100	GOSSETT, LOREN J III & MICHELLE L	927 GLENVIEW DR	HIRON	OH	44839-2667	ERIE	4201870054	927 GLENVIEW	2-31 WH #2 DARRBY 15.25A	15	768
101	GRACE UNITED METHODIST CHURCH	13406 WEST LAKE RD	VERMILION	OH	44089	ERIE	1201235000	0 LAKE	1 26 31 32 PT VAC L 170 171 172 BRECKENRIDGE ST S SIDE CLEV RD 4.0488A	4	575
102	GRAMS, RICHARD A TRUSTEE ETAL	1228 1/2 Riverside Dr	HIRON	OH	44839-2650	ERIE	4200310000	0 CLEVELAND	120 COULMBUS ST N 36.65X101.7	0	101
103	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800625000	0 MAIN	121 COULMBUS ST N 46.75X123.11	0	48
104	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800627000	0 MAIN	122 COULMBUS ST N 46.75X123.11	0	48
105	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800629000	0 MAIN	123 COULMBUS ST N 46.75X123.11	0	48
106	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800629000	0 MAIN	123 COULMBUS ST N 46.75X123.11	0	48
107	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800630000	0 MAIN	127 COULMBUS ST N 36.85X99	0	96
108	GRAT, REBECCA	2144 Aspen Run	Sandusky	OH	44870	ERIE	5800901000	1624 CENTRAL	1617 N DETROT STREET WH EX N 24.4	0	45
109	GREEN, EARLE B	1723 SADLER STREET	SANDUSKY	OH	44870	ERIE	5701754000	1723 SADLER	113 SADLER ST EX N 10' & 15' SADLER ST	0	155
110	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	3200048000	3115 CLEVELAND	25-6-2 CENT PT N OF RD 364A	1	324
111	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201424000	0 CLEVELAND	25-6-2 CENT PT N OF RD 30A	1	159
112	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201425000	3115 CLEVELAND	25-6-2 N OF CLEVELAND SANDUSKY ROAD 10.50A	11	1,207
113	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201427000	0 CLEVELAND	25-6-2 N OF CLEVELAND SANDUSKY ROAD 7.977A	8	44
114	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201428000	0 CLEVELAND	25-6-2 N OF CLEVELAND SANDUSKY ROAD 7.688A	8	324
115	GRIFFING SANDUSKY AIRPORT INC	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201826000	0 CLEVELAND	OLI DAR SURVEY OF CITY WRT EX17A EX109T EX4 01A 31 831A	32	32
116	GRIFFING, H THOMAS & KELLY	3315 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	3204877000	3315 CLEVELAND	2A SIDE OF CLEVEL RD 2.006A	2	100
117	HABICK, ROBERT C & KAREN	514 WILDER STREET	HIRON	OH	44839	ERIE	4200925000	514 WILDER	OL 285W PT N OF RD BRIN RD & WILDER ST PCL B EX133 864A	1	86
118	HALL, LYNANNE M	1604 W TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5802397000	1604 TAYLOR	151 CLINTON ST E 45' 153 CLINTON ST E 45'	0	56
119	HALL, LYNANNE M	1604 TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5802398000	0 CLINTON	153 CLINTON STREET W 100' 55X110'	0	112
120	HANAKOON, WILLIAM J & ANN ELIZABETH	516 ADAMS AVE	HIRON	OH	44839	ERIE	4200624000	0 TAYLOR	20 TAYLOR AVENUE WH	0	180

121	HARBOR TOWN LTD	KELLEY KIRBY	CHICAGO	IL	5061-4290	ERIE	1200911000	0 ROOMMAN	76-63 20 ATL S OF RD BETW 18 & MS EX ETC 41.053A	Conall			41	788
122	HEBERT, LARRY	3006 CLEVELAND ROAD W.	HURON	OH	44839	ERIE	3900644000	3006 CLEVELAND	83 LOT 23 S OF CLEVELAND	Conall			1	112
123	HEBERT, LARRY	3006 CLEVELAND RD W.	HURON	OH	44839	ERIE	3900676000	3006 CLEVELAND	SANDUSKY ROAD 1.069A	Conall			1	110
124	HESSLER, JEFFERY C	5419 CLEVELAND ROAD W	HURON	OH	44839	ERIE	3900637000	5419 CLEVELAND	ROW 16 1/2X1108 927A	Conall			2	85
125	HICKY III, R J	5717 OHIO ST	VERMILION	OH	44080	ERIE	1801644000	0 PERRY	3 27 SUB 4 113A 3 28 S PT	Conall			0	83
126	HILDMAN JR, DOUGLAS P	5234 OHIO STREET	VERMILION	OH	44080	ERIE	1802160000	0 COLUMBUS	19 COLUMBUS ST EX S 2 & E	Conall			1	474
127	HILL, GREGORY L	609 MARINER VILLAGE	HURON	OH	44839	ERIE	3900633002	0 CLEVELAND	PT LOTS 361-368 & 381 BLK 36	Conall			1	474
128	HILL, GREGORY L	609 MARINER VILLAGE	HURON	OH	44839	ERIE	3900633002	0 CLEVELAND	6315A	Conall			12	384
129	HODGKINSON, RICHARD R	603 W OSBORNE STREET	SANDUSKY	OH	44870	ERIE	1801034000	0 CLEVELAND	2-30-PT OF W SIDE BETW LSE	Conall			12	1,292
130	HOFFMAN MARGIE L TRUSTEE	100 MORNINGSIDE DRIVE	PORT CLINTON	OH	43432	ERIE	3801296000	0 VENICE	RR & 3-24 NE PT 11 65A	Conall			0	137
131	HOWK, TERRY L	7611 HAHN ROAD	HURON	OH	44839	ERIE	0100836000	7611 HAHN	96 HARBORSON ST WH 42X137	Conall			0	305
132	HOWLEY, ROBERT S	13902 W LAKE RD	VERMILION	OH	44089	ERIE	1200472000	13902 LAKE	N OF RD 17A TR NW	Conall			3	601
133	HR & DR INC	7101 LASSITER RD	PARMA	OH	44129	ERIE	5703074000	0 CLEVELAND	26-6A LOT 3 W GEN PT EX 77A	Conall			2	196
134	HULL COAL & BUILDERS SUPPLY	P.O. BOX 432	VERMILION	OH	44089	ERIE	1800810000	685 MAIN	2 LOT 29 W PT OF E PT SOUTH	Conall			1	138
135	HULL COAL & BUILDERS SUPPLY	P.O. BOX 432	VERMILION	OH	44089	ERIE	1800811000	0 TOLLEDO	OL 3 904A E PT EX 048A 856A	Conall			0	235
136	HULL COAL & BUILDERS SUPPLY	P.O. BOX 432	VERMILION	OH	44089	ERIE	1800812000	0 COLUMBUS	198 199 200 201 BLK 22	Conall			0	477
137	HURON CEMENT PRODUCTS CO	617 MAIN STREET	HURON	OH	44839	ERIE	4200745000	0 WILBOR	225 226 227 228 229 230 231 232	Conall			0	458
138	HURON CEMENT PRODUCTS CO	617 MAIN STREET	HURON	OH	44839	ERIE	4200739000	0 HURON	BLK 23	Conall			0	877
139	HURON CEMENT PRODUCTS CO	617 MAIN STREET	HURON	OH	44839	ERIE	5800354000	2923 VENICE	25-6A LOT 3 W GEN PT EX 77A	Conall			1	469
140	HURON CEMENT PRODUCTS CO	617 MAIN ST	HURON	OH	44839	ERIE	4200891000	625 WILLIAMS	6E GEN PT 3 379A	Conall			0.198	270
141	J R PROPERTY MANAGEMENT LLC	1004 DOCKWAY DR	HURON	OH	44839	ERIE	4200911000	529 BERLIN	109 WH 67A 110 CENT ST NW	Conall			1	35
142	JENNINGS ETAL, DONNY	543 BERLIN RD	HURON	OH	44839	ERIE	4200763000	543 BERLIN	TR 1 & 39 AL N OF RR EX 176A	Conall			1	280
143	JOHNSON, TERRY A	4018 CLEVELAND RD E	HURON	OH	44839	ERIE	0100501000	4018 CLEVELAND	1 LOT 26 S SIDE OF BERLIN	Conall			44	1,179
144	KAMM FARMS INC	7210 KAMM FARMS DRIVE	HURON	OH	44839	ERIE	0100513000	0 DARBROW	OL 26 S OF BERLIN ROAD	Conall			6	685
145	KARCOE, JOHN A & KAREN L	12706 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200495000	12706 LAKE	206-A LOT 6 S OF RD & N OF	Conall			23	373
146	KARCOE, JOHN A & KAREN L	12706 West Lake Rd	Vermilion	OH	44089	ERIE	1200591000	12806 LAKE	RR 7 S OF RD E CENTRAL PT	Conall			23	366
147	KASPER FAMILY LIMITED PARTNERSHIP	1443 CEDAR POINT RD	SANDUSKY	OH	44870	ERIE	3705780000	2401 CLEVELAND	NEW SURVEY 6A	Conall			4	248
148	KAUAMAN ETAL, TRESSA CAROLYN	1108 N DEPOIT STREET	SANDUSKY	OH	44870	ERIE	3801162000	1108 DEPOIT	20-62 LOT 33 BETW R R OF W	Conall			0	28
149	KAVVALAC, JOHN G & ALENE B	2101 WEST ERIE AVENUE	LORAIN	OH	44032	ERIE	1800877000	729 RIVER	12 OF W 12 22 973A	Conall			0	222
150	KENSKI, FRANK M	1360 SYCAMORE LINE	SANDUSKY	OH	44870	ERIE	2200077000	0 FREDERICK	20-62 LOT 33 E 12 OF W 1/2 EX	Conall			0	35
151	KEYERLEBER, ROBERT V & MARY S	36 MARINERS COVE	VERMILION	OH	44089	ERIE	1200501013	36 MARINERS	20-6A LOT 16 E PT N OF R R	Conall			0	1,960
152	KING, DENNIS H	1607 CAMP ST	SANDUSKY	OH	44870	ERIE	5801785000	0 CAMP	CONDO	Conall			0	158
153	KNOIGHT, CHARLES L & DENISE A	3918 CLEVELAND RD EAST	HURON	OH	44839	ERIE	0100544001	0 SR 6	223 CAMP STREET WH 25 EX	Conall			2	51
154	KNOTTLE ETAL, DUANE C	4906 CLEVELAND ROAD E	HURON	OH	44839	ERIE	1200576000	4906 CLEVELAND	SOUTH 1/4	Conall			62	722
155	KOPENHAVER, MERLE E	12609 WEST LAKE RD.	VERMILION	OH	44089-3047	ERIE	1200592000	12614 LAKE	ANNEX 17 S SIDE CLEVELAND	Conall			39	130
156	KOWALSKI, CHRISTOPHER P	13304 W LAKE ROAD	VERMILION	OH	44089	ERIE	1200618000	0 SR 6	SPKY RD 2.2238A	Conall			12	762
157	KOZICH, DANIEL D & KATHY A	31220 CLEVELAND W	HURON	OH	44839	ERIE	3900462000	3116 CLEVELAND	20-62 LOT 31 S END OF TR	Conall			226	536
158	L P N INC	P.O. BOX 12	SANDUSKY	OH	44870	ERIE	3802930000	1424 TAYLOR	PANOR D 12.333A	Conall			0	168
159	LAKE ERIE AERIE 2875 FOE	2902 CLEVELAND RD W	HURON	OH	44839	ERIE	3900667000	2902 CLEVELAND	12-6-3 360W STRIP 16 1/2"	Conall			4	368
160	LAKE ALDEN V	857 LANE ROAD	NORWALK	OH	44857	ERIE	5802949000	0 VENICE	20-21-22-23-24 TAYLOR ST WH	Conall			1	113

161	LAKE ALDEN V	857 LAIS ROAD	NORWALK	OH	44457	ERIE	6000378000	0 VENICE	32 N OF VENICE RD & E OF BODENWATER 3543A	Control						0.3545	116
162	LALOND JR MICHAEL	539 BERLIN RD	HIRON	OH	44439	ERIE	4201095000	539 BERLIN	ST OL 26 E PT BETW RD & RR EX 24 STRIP EX ETC 47A	Control						0.47	46
163	LAND JOE & LEOIRA	2707 CAMPBELL ST	SANDUSKY	OH	44470	ERIE	3500183600	1111 DEPORT	48 N DEPORT ST WH	Control						0	26
164	LAND MARY C TRUSTEE	1715 COLUMBUS AVE	SANDUSKY	OH	44470	ERIE	3705439000	1715 COLUMBUS	OL 38 W OF COLUMBUS AVE & N OF R.R. 948A	Control						0.1704	81
165	LAYBUE BONNIE L	1120 WYAMAO DR	SANDUSKY	OH	44470	ERIE	3700158000	1120 WYAMAO	77 SUNNYSIDE ACRES 2 & E TR 76 1294A	Control						3	328
166	LEIS LIMITED PARTNERSHIP	406 LEISURE DR	HIRON	OH	44439	ERIE	3900401000	0 CLEVELAND	22-6-36 E PT OF W 1/2 N & S OF RR 2 3191A	Control						1.338	1,094
167	LEISURE, ORVEL L	7012 JORPA ROAD	HIRON	OH	44439	ERIE	1200172000	7012 JORPA	20-6-3 LOT 24 N PT EX ETC 25 SW PT & 16 E OF JORPA	Control						1	101
168	LLD INVESTMENTS LTD	1205 RIVERSIDE DRIVE	HIRON	OH	44439	ERIE	3704882000	1728 SADLER	OL 31 S 1/2 S OF SOUTHWORK	Control						8	284
169	LONG, THOMAS E & EMILIE	2207 BERLIN ROAD	HIRON	OH	44439	ERIE	0100600000	0 CLEVELAND	20-6-4 LOT 8 W PT EX 27A N OF R.R. 811A	Control						1	226
170	LONGER, JAMES S & MARLENE S	123 W OGDONTZ TR	SANDUSKY	OH	44470	ERIE	5700277000	2310 CLEVELAND	88N OF VENICE RD & W OF GEORGE ST 13751A	Control						0	62
171	LOWERY, FRANK D SR & DARLENE M	P O BOX 170	VERMILION	OH	44089	ERIE	1300436000	636 SANDUSKY	OL 3 DAK SURVNE PT CITY EX ETC	Control						0	423
172	LUMBERLANDS LTD	636 SANDUSKY STREET	VERMILION	OH	44089	ERIE	348 W RIVER RD 557.51 & 338 STR6600LS	348 W RIVER RD 557.51 & 338 SANDUSKY ST#339 COLS	21 PARK RIDGE SUB 3	Control						0	170
173	LUNA, PHILIP E & LISA A	2716 SWEETBRIAR DRIVE	SANDUSKY	OH	44470	ERIE	4201879037	933 GLEVIEW	OL 4 E OF CITY SOF BELLS	Control						51	776
174	M H D CORPORATION	2311 CLEVELAND ROAD	SANDUSKY	OH	44470	ERIE	3704872000	0 CLEVELAND	LAND ETC 51.3569A	Control						0	906
175	MACEY, CAROLAE A & ROBERT B R WILLIAMS	7104 TRALEY RD	VERMILION	OH	44089	ERIE	1500084000	0 ANDERSON	PTS LOT33 4 9 BLUE BIRD BCH SUB&TR OF PT OF LS ELEC ROW	Control						3	434
176	MAJOY, DOMINIC L & AGNES R	610 LINCOLN AVENUE	HIRON	OH	44439	ERIE	4201023000	0 BERLIN	11 LOT 22 BERLIN RD E SIDE N OF R R 2 80A	Control						2	525
177	MARTIN LUCILLE M TRUSTEE	1221 POTOMAC ST NW	WASHINGTON	DC	20007	ERIE	6000248000	0 VENICE	A 30W N OF JOHN MARTIN 2 03A	Control						3	475
178	MARTIN LUCILLE M TRUSTEE	1221 POTOMAC ST NW	WASHINGTON	DC	20007	ERIE	6000248000	0 VENICE	A 31 S OF PENN CENTR HEYWOOD SUB 3 113A	Control						0	77
179	MCDONALD, DEWITT & BILLY P	2143 OLDS ST	SANDUSKY	OH	44470	ERIE	5801792000	1011 DEPORT	41 42 43 N DEPORT STREET WH	Control						0	27
180	MCDONALD, NORMA J & BARBARA J GERARD	1115 N DEPORT ST	SANDUSKY	OH	44470	ERIE	5801551000	1115 DEPORT	49 N DEPORT ST WH 25.7X137	Control						0	144
181	MCKENZIE, BUDDY A & WANDA R	4820 DAYTON COURT	VERMILION	OH	44089	ERIE	1200692000	4820 DAYTON	5 DAYTON COURT SUB	Control						0	118
182	MCKENZIE, BUDDY A & WANDA R	4820 DAYTON COURT	VERMILION	OH	44089	ERIE	1200692000	0 DAYTON	6 DAYTON COURT SUBBN	Control						0	44
183	MCKINIGHT, MICHAEL ORIN	5215 MAGAZINE ST APT D	NEW ORLEANS	LA	70115	ERIE	5800367000	815 DEPORT	26 27 N DEPORT STREET WH	Control						0.358	53
184	MENHENT, WARREN L & ANITA L	5895 LIBERTY AVE	VERMILION	OH	44089	ERIE	1800400000	5895 SR 6	ST OL 22 N E PT N OF RD 3 584A	Control						0.0047	377
185	MENHENT, ALZENA M	1107 N DEPORT STREET	SANDUSKY	OH	44470	ERIE	5300382000	1107 DEPORT	OL 32-37 ARTHUR ST 3893A	Control						0.3595	87
186	MENHENT, PEGGY	1109 N DEPORT STREET	SANDUSKY	OH	44470	ERIE	5300250000	1109 DEPORT	3 L&Z ALL 5 OF RD & ETC	Control						82	2,062
187	METZ TO JOHN LEE & CAROLYN A	696 GRAND STREET	VERMILION	OH	44089	ERIE	1800667000	696 GRAND	RT 2 APT OF LOTS 3 & 4	Control						116	637
188	MID CORPORATION	2311 CLEVELAND ROAD	SANDUSKY	OH	44470	ERIE	3705374000	2405 CLEVELAND	A 17 S OF BARRETT RD N OF RT 2 APT OF LOTS 3 & 4	Control						11.5	3,008
189	MIRKOL, JEFFREY R	688 JEFFERSON STREET	VERMILION	OH	44089	ERIE	1801290000	688 JEFFERSON	24-6-A L17 SUB 35PT EX DR E	Control						11.0	836
190	NAME, LLC	3111 COUNTRY CLUB LANE	HIRON	OH	44439	ERIE	3706489002	0 ARTHUR	SIDE & SUB 3 4 EX W1/2	Control						46	467
191	NAME, LLC	3111 COUNTRY CLUB LANE	HIRON	OH	44439	ERIE	3706489003	0 ARTHUR	22 6 4 31 E PT EX 13A & 30 PT	Control						1	34
192	MOROG MARLEE & HIDDEN HOLLOW LTD	P O BOX 2095	SHEFFIELD	OH	44054	ERIE	1200444000	0 LAKE	OF E PT EX 21A EX 20 STRIP	Control						46	836
193	MOXEY, EDWARD J	2614 COUNTY RD 250	VICKERY	OH	43464	ERIE	3301057001	0 BARRETT	46 369 AC	Control						1	467
194	MOXEY, EDWARD J & SUSAN M	2614 C R 250	VICKERY	OH	43464	ERIE	3301158000	0 MCCARTNEY	VACATED LOTS 27-39 N DEPORT ST & W 28 VAC THOMAS ST	Control						1	467
195	NATURE CONSERVANCY				00000	ERIE	3906639000	0 CLEVELAND	8909A	Control						1	467
196	NESBIT, JEFFREY A & SHERRI R	1801 PELTON PARK LN	SANDUSKY	OH	44470	ERIE	3706668001	627 DEPORT	OL 29 SW PT N OF RR BETW RR & WILDER ST PCL G 50A	Control						1	34
197	NOFTZ, MARSHA J	530 WILDER AVENUE	HIRON	OH	44439	ERIE	4201184000	530 WILDER	OL 3 DAK SURV EX ETC	Control						0	366
198	O K PROPERTIES	2206 CLEVELAND ROAD	SANDUSKY	OH	44470	ERIE	3706233000	2206 CLEVELAND	BUS MENS SUB LOT 1124	Control						0	32
199	Ohio Edison Company	76 South Main Street	AKRON	OH	44308	ERIE	3796024000	0	BUS MENS SUB LOT 1125	Control						0	32
200	Ohio Edison Company	76 South Main Street	AKRON	OH	44308	ERIE	3796024000	0	BUS MENS SUB LOT 1126	Control						0	32
201	Ohio Edison Company	76 South Main Street	AKRON	OH	44308	ERIE	3796024000	0 LAKE SHORE	BUS MENS SUB LOT 1127	Control						0	32
202	Ohio Edison Company	76 South Main Street	AKRON	OH	44308	ERIE	3796024000	0 LAKE SHORE	OUT LOT 11	Control						0	1,020
203	Ohio Edison Company	76 South Main Street	AKRON	OH	44308	ERIE	3796024000	0 TITWIN	W OF MILLS CREEK BETWEEN RR & TITWIN AVENUE	Control						0	275
204	OOAC INC	716 CLARK AVE	ASHLAND	OH	44405	ERIE	5801803000	0 TITWIN	22 23 N DEPORT STREET WH	Control						0	44
205	OPF, JEROME R	823 N DEPORT STREET	SANDUSKY	OH	44470	ERIE	3401812000	823 DEPORT		Control						0	44

206	OTTO FARMS INC	9004 ST RT #61 N	BERLIN HEIGHTS OH	44814	ERIE	0100739000	0 DEPOT	20-6-A LOT 8 W PT N OF RR & SE PT N OF RR 6.7317A	Conrail					7	541
207	OTTO FARMS INC	9004 ST RT #61 N	BERLIN HEIGHTS OH	44814	ERIE	0400025000	0 CLEVELAND	9-17 E OF CLEVELAND RD N OF RR EX ETC 2.545A	Conrail					3	1,147
208	OURVAN, BARBARA & WALTER	688 WASHINGTON ST	VERMILION OH	44089	ERIE	1802012000	688 WASHINGTON	EX ETC 2.545A	Conrail					0	125
209	PALINKAS, KARLA H & JAMES A	3110 CLEVELAND RD W.	HURON, OH	44839	ERIE	3900234000	3110 CLEVELAND	EXS22.99 GWHEXHS 18.99 & FWH ETC	Conrail					2	265
210	PARSON, DALE & VIRGINIA M	3040 RT 22 WEST	BRANCHBURG NJ	08876	ERIE	2200070000	4708 FREDERICK	22-6-3 26PT N OF RR 7-3-26 NE TR & 3-26 STR R/W 2.204A	Conrail					0	89
211	PATICH, KENNETH A & DONNA M TRUSTEES	2102 BEANETTE DRIVE	SANDUSKY OH	44870	ERIE	3801846000	1621 CENTRAL	245 FREDERICK AVE E PT 246 FREDERICK AVENUE	Conrail					0	68
212	PEASE, JOLIE B	209 MIDWAY BLVD	ELYRIA OH	44035	ERIE	1200023001	0 RUSDEN	13 14 15 N DEPOT ST WH	Conrail					4	797
213	PENA, MARIE	12210 WEST LAKE RD	VERMILION, OH	44089	ERIE	1200023000	0 RUSDEN	2-34-N OF RR E SIDE RUSDEN RD 3.7474A	Conrail					12	1,088
214	PENA, MARIE	12210 WEST LAKE RD	VERMILION, OH	44089	ERIE	1200023000	0 CLEVELAND	RD 3.7474A	Conrail					46	1,372
215	PENA, MARIE	12210 WEST LAKE RD	VERMILION, OH	44089	ERIE	1200333000	0 CLEVELAND	COURSD 12.00A	Conrail					24	36
216	PENIK, FRANK J & KATHLEEN A	7409 FRANKLEY RD	VERMILION OH	44089	ERIE	1201221000	0 CLEVELAND	20-6-3 EPT N OF WPT & TRI NW COR OF S 1/2 EX ETC	Conrail					1	222
217	PIDLEY, DEAN H	508 7th ST	SANDUSKY OH	44870	ERIE	5801992000	1631 TIFIN	4 LOT 3 WEST SIDE OF BRAVEY ROAD 1.00A	Conrail					1	209
218	PLAS, JUSTIN J & JACQUELINE A	4821 DAYTON COURT	VERMILION OH	44089	ERIE	1200858000	4821 DAYTON	1A OF THE 175A TRI W OF MILLS CREEK (2 PCS COMB)	Conrail					0	220
219	PLAZA MINI STORAGE INC	P O BOX 472	HURON OH	44839	ERIE	4200690002	482 CLEVELAND	7 DAYTON COURT SUB & 6 DAYTON COURT SUB W PT	Conrail					2	356
220	PLUMMER, RAYMOND A & JOANN M	534 WILDER AVENUE	HURON OH	44839	ERIE	4201280000	534 WILDER	OL 26 32 S OF CLEVELAND RD SANDUSKY RD 2.116A	Conrail					0	54
221	PODUS, DAVID K	3880 JERUSALEM ROAD	VERMILION OH	44089	ERIE	1200141000	4692 FREDERICK	51 OL 29 PARCEL H	Conrail					0	121
222	PREBANIC, VICTOR H	2350 CLEVELAND ROAD	SANDUSKY OH	44870	ERIE	5702132000	2350 CLEVELAND	247 248 249 FREDERICK AVENUE	Conrail					2	1,122
223	R B MFG CO	P O BOX 1029	AKRON OH	44309	ERIE	6000697003	4101 VENICE	OL 3 TRI S OF CLEVELAND RD 2.30A	Conrail					8	555
224	RANKIN ROBERT W TRUSTEE	806 LAKE STREET	MARLBHEAD OH	43440	ERIE	4202070000	0 SAWMILL PARKWAY	ANNEX 128 NSIDE VENICE 8.4300A	Conrail					5	345
225	REIBER, SANDRA SUE NICKEL	3018 CLEVELAND ROAD	HURON OH	44839	ERIE	3500463000	3018 CLEVELAND	2-26-S SIDE SAWMILL PKWY 5.2109A	Conrail					2	295
226	REIBER, SANDRA SUE NICKEL	3018 W CLEVELAND ROAD	HURON OH	44839	ERIE	3500464000	0 CLEVELAND	22-6-3 LOT 26 BETW RD & RRE TRI NW COR 2.088A	Conrail					0	31
227	REINECK, JOHN T & CAMILLE M	535 WILDER AVENUE	HURON OH	44839	ERIE	4201101000	535 WILDER	22-6-3 LOT 26 R/W 16 172 X 237	Conrail					1	24
228	REMY, RAYMOND A JR & RONALD	5108 HOMECAMPER RD	CASTALIA OH	44824	ERIE	3301759000	5102 BARRETT	1 LOT 29 PROPOSED PCL J 3.04A A-17 S OF BARRETT RD & REAR LAND 1.0211A	Conrail					1	545
229	RHODES, PAUL E	410 WILDER STREET	HURON OH	44839	ERIE	4201335000	410 WILDER	51 LOT 29 PARCEL C NORTH OF RR 491A	Conrail					0.491	38
230	RID INSURANCE AGENCY INC	4679 LIBERTY	VERMILION OH	44089	ERIE	1802182000	0 COLUMBUS	105 COL ST EX S 4 BLK 20	Conrail					0	49
231	RICHARDSON, BILLY RAY & DEBRA M	420 WILDER AVENUE	HURON OH	44839	ERIE	4201363000	420 WILDER	OL 1 N OF R & PARCEL E 5.99A	Conrail					1	60
232	RIDLEY, DEAN	530 DEPOT STREET	SANDUSKY OH	44870	ERIE	5705665002	0 DEPOT	VACATED LOTS 12-423 DEPOT ST & YAC THOMAS ST W 1/2 20.4A	Conrail					0.2014	102
233	RILEY, TAMARA A	5668 HURON ST	VERMILION OH	44089	ERIE	1201389001	15940 LAKE	2-26-S OF RD BETW RD & RR 1.3826A	Conrail					1	235
234	RODRIGUEZ, KAREN L	831 N DEPOT STREET	SANDUSKY OH	44870	ERIE	3500210000	831 DEPOT	18 19 N DEPOT STREET WH 20 WEST 6	Conrail					0	50
235	ROGERS, PHYLLIS & BEVERLY J HILL	6044 LIBERTY AVE	VERMILION OH	44089	ERIE	1200602000	0 LIBERTY	2 LOT 29 31 40 STRIP S SIDE ADJ RR EX 73A 67A	Conrail					1	672
236	ROTH, WAYNE C & MARYBETH A BAUER	542 WILDER AVE	HURON OH	44839	ERIE	4201406000	542 WILDER	OL 29 PROPOSED PARCEL K & L 1.00A	Conrail					1	112
237	S J WAREHOUSING COMPANY	407 N DEPOT STREET	SANDUSKY OH	44870	ERIE	3705665000	407 DEPOT	L 100-121 & VACATED SHERMAN ST & L 100-123	Conrail					1	827
238	SCHEIDT, DALE A & CAROL A	1508 TAYLOR STREET	SANDUSKY OH	44870	ERIE	5802188000	1508 TAYLOR	DEPOT 1.4486A	Conrail					0	35
239	SCHNEIDER, JOHN R & MARIL J ROBINSON	1109 NOKWALK AVENUE	HURON OH	44839	ERIE	0100834000	0 HAHN	28 TAYLOR STREET WH 20-6-A LOT 5 PT E 18A N OF RR EX 4.423 12.421A	Conrail					17	1,006
240	SCHOCK, LEASEE	2803 VENICE ROAD	SANDUSKY OH	44870	ERIE	5802611002	2803 VENICE	OL 23 22 S OF RR N OF VENICE RD 2.4924A	Conrail					3	338
241	SCHOEN, ROBERT	1740 NORTH COUNTY ROAD 29	REPUBLIC OH	44867	ERIE	3500054000	0 CLEVELAND	RD 2.4924A	Conrail					4	352
242	SCHOEN, ROBERT G	1740 NORTH CR 29	REPUBLIC OH	44867	ERIE	5704915000	1948 CLEVELAND	22-6-3 24 NE PT & 25 E PT OF OL 10 DAK SURV E OF CITY EX 7A ETC 35.0128A	Conrail					34	1,157
243	SEEVERS, SHERYL ANN	1122 WAMAJO RD	SANDUSKY OH	44870	ERIE	5700541000	1122 WAMAJO	78 SUNNYSIDE ACRES 2	Conrail					0	79
244	SECKMAN, FLORENCE M	2501 VENICE ROAD	SANDUSKY OH	44870	ERIE	5802346000	2501 VENICE	OL 22 NW COR OL 23W SIDE 134E SDE&OL 23 NECORW OF TIFIN DAK SURV 1.00A	Conrail					1	79
245	SETT AMUSEMENT COMPANY	P.O. BOX 550	SANDUSKY OH	44871	ERIE	4100028000	0 CLEVELAND	22-6-4 LOT 33 34 S PT OF GEN N OF RD 13.419A	Conrail					13	600
246	SERO, CANDACE A	2214 CLEVELAND RD	SANDUSKY OH	44870	ERIE	5702395000	2214 CLEVELAND	OL 3 SOUTH SIDE OF CLEVELAND ROAD 939A	Conrail					1	122

247	SHELBY, DENNIS R. & DEBORAH R.	807 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5802268604	807 DEPOT	30.31 N DEPOT STREET VEH 32	0	50
248	SIDOTT REALTY CO	2144 REMINGTON AVENUE	SANDUSKY	OH	44870	ERIE	5702018800	0 CLEVELAND	0.3 FT OF DAR SURV NE PT	0.2352	50
249	SIDOTT REALTY CO	2143 REMINGTON AVENUE	SANDUSKY	OH	44870	ERIE	5702019000	2300 CLEVELAND	0.5 DAR SURV W PT OF NE PT	0.4128	101
250	SIRFAN INC	PMB 6126	BLAINE	WA	98230.4031	ERIE	5702133000	2232 CLEVELAND	0.5 DAR SURV E 90 OF 2.023A	1	113
251	SIRFAN INC	PMB 6126	BLAINE	WA	98230.4031	ERIE	5704919000	2238 CLEVELAND	0.3 E 290X29 OF W 1173.38	1	171
252	SINKA, JOHN A & DOROTHY M	547 BERLIN ROAD	HIRON	OH	44839	ERIE	4201510000	547 BERLIN	0.25 N E COR N OF ROAD ETC	0.4	95
253	SLATER, DELBERT DEAN &	3918 VENICE RD	SANDUSKY	OH	44870.1639	ERIE	6000697004	0 VENICE	ANNEX LOTS 28 & 29 NSIDE	3	225
254	SMITH, JAMES	4758 FREDERICK	VERMILION	OH	44080	ERIE	2200120000	4758 FREDERICK	VENICE 3.4123A	0	150
255	SMITH, THOMAS J & CAROLYN J	5723 MCCARTNEY ROAD	SANDUSKY	OH	44870	ERIE	6000227000	0 FREMONT	STRIP BETW LOTS 2 & 6 8 10	0.21	26
256	SMITH, THOMAS J & CAROLYN J	5723 MCCARTNEY ROAD	SANDUSKY	OH	44870	ERIE	6000272000	0 FREMONT	2 FREMONT AVE EX 407X60 W	0	185
257	SMITH, THOMAS LAWRENCE & CAROLYN J	5723 MCCARTNEY RD	SANDUSKY	OH	44870	ERIE	6000360000	0 FREMONT	PT & 12 HIRON ST BFT 5 OF	0.27	46
258	SMITH, WAYNE L & TRACIE L	3501 CLEVELAND RD W	HIRON	OH	44839.1044	ERIE	3500346000	3501 CLEVELAND	N OF LOT 2 E OF FREMONT	1	235
259	SNYDER, RONALD E & MARIA P	1019 W OSBORNE STREET	SANDUSKY	OH	44870	ERIE	4201879033	925 GLENVIEW	22-4-3 27 28 SUB 4 SPT 2.50A	0	75
260	SPADARO BROTHERS INC	2218 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	3704599000	2218 CLEVELAND	17 PARK RIDGE SUB 3	0	148
261	SPRAAGLE, PARK E & JEANNE	524 WILDER AVE	HIRON	OH	44839	ERIE	4201556000	524 WILDER	0.5 DAR SUB 2.10A EX ETC	0	54
262	STARLAND INVESTMENT CO	510 LEAVITT RD	AMHERST	OH	44001	ERIE	3701499000	2000 CLEVELAND	81 LOT 29 PARCEL E	0	549
263	STASAK, JOSEPH A & NICOLE M	5602 RUSDEN RD	VERMILION	OH	44089	ERIE	1200022000	5602 RUSDEN	9 N OF RR 10-N OF NYC RR &	3	397
264	STATE OF OHIO DEPT OF NATL RES	BLDG D FOUNTAIN SQ	COLUMBUS	OH	43224	ERIE	0161002000	0 DARROW	20-6-1 16 W SIDE EX-12.087	12	2,135
265	STATE OF OHIO DEPT OF NATL RESOURCES	BLDG D FOUNTAIN SQUARE	COLUMBUS	OH	43224	ERIE	0161009000	0 CLEVELAND	20-6-1 LOT 13 ON OLD	10	406
266	STATE OF OHIO DEPT OF NATL RESOURCES				00000	ERIE	0161036000	0 SR 6	WOMAN'S CREEK 3.6 ACRES	139	1,868
267	STATE OF OHIO DEPT OF NATL RESOURCES				00000	ERIE	3561003000	0 CLEVELAND	20-6-1 15-14 W OF CREEK PT	51	845
268	STATE OF OHIO DEPT OF NATL RESOURCES				00000	ERIE	3561004000	0 CLEVELAND	OF MARSH & ISLAND IN	0	392
269	STATE OF OHIO-NATL RES	BLDG D FOUNTAIN SQ	COLUMBUS	OH	43224	ERIE	0161001000	0 DARRROW	ACQUIRED FROM ANDERSON	0	981
270	STEINEN GILBERT JR TRUSTEE	3707 PERKINS AVENUE	HIRON	OH	44839	ERIE	3900634000	0 CLEVELAND	ACRES 1 24.5 PT OF 125.62 A &	35	28
271	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVENUE	HIRON	OH	44839	ERIE	3900635000	0 CLEVELAND	1.4 NE CO	20	359
272	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVENUE	HIRON	OH	44839	ERIE	3900635000	0 CLEVELAND	20-6-1 13 E SIDE EX 90A N PT	20	951
273	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVE	HIRON	OH	44839	ERIE	4100146000	3707 PERKINS	4 29 30 31 N SIDE CLEVELAND	106	1,516
274	STOCKDALE ROBERT H	4011 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	4100087000	4011 SR 6	22-6-1 17 35 34 BFT EX ETC	13	727
275	STONE ETAL, JOHN E	605 OTTAWA DRIVE	HIRON	OH	44839	ERIE	4200146000	711 KLEIN	4 3 5 KLEIN STREET VEH	0	128
276	STOUT, LUCY	2808 CLEVELAND ROAD W	HIRON	OH	44839	ERIE	3900641000	2808 CLEVELAND	53 24 25 S SIDE CLEVELAND	2	154
277	Stout, Lucy	2808 Cleveland Road West	Huron	OH	44839	ERIE	3900642000	2804 CLEVELAND	SANDUSKY ROAD 2.095A	2	101
278	SUTTON, KENT N & GERTRUDE B	148 CHERRY VALLEY	AMHERST	OH	44001	ERIE	1200738000	13103 DARRROW	22-6-3 25 BETW RIDER & 24 E	24	744
279	TAHOMA & CO	1225 DUBLIN ROAD	COLUMBUS	OH	43215	ERIE	3900994000	0 CLEVELAND	20-6-2 33 S OF RD N OF RR	31	742
280	TANNER, GREGORY R & PATRICIA L	931 GLENVIEW	HIRON	OH	44839	ERIE	4201879033	931 GLENVIEW	96 SUB DABBY PARTN W PT	0	133
281	TAYLOR, DELBERT C &	3307 CLEVELAND RD.	SANDUSKY	OH	44870	ERIE	3304886001	3307 CLEVELAND	1 2-4 S PT OF 125.62 A 31.72A	9	202
282	TERMINAL LIMITED PARTNERSHIP	14441 SPERRY RD	NEWBURY	OH	44065	ERIE	4200203000	1708 SAWMILL PARKWAY	2 N SIDE CLEVEL RD 5.0098A	6	333
283	TERRY, STEVEN R & JUDITH A	522 WILDER AVE	HIRON	OH	44839	ERIE	4201000000	522 WILDER	SEC 2.5 SIDE OF SAWMILL L	1	54
284	THE HURON CEMENT PRODUCTS CO	617 MAIN STREET	HIRON	OH	44839	ERIE	4201947000	617 MAIN	0.29 SW PT N OF RR BETW	0	320
285	THE NATURE CONSERVANCY	1101 West River Parkway, Suite 200	Miamapolis	OH	55415.1291	ERIE	5702420000	0	MAIN ST & WILLIAMS ST	231	482
286	THOMPSON, GERALD E & RITA A	929 GLENVIEW	HIRON	OH	44839	ERIE	4201879033	929 GLENVIEW	0.1 E OF SYCAMORE LINE	0	95

347	WEISS, E ERIC	3503 VERNICE ROAD	SANDUSKY	OH	44870	ERIE	580254000	0	GEORGE	LOTS 77-76-68-45 W OF MILLS CREEK & N OF VERNICE RD	Council						2	325
348	WELLS VINCENT A	2559 COLUMBUS AVENUE	SANDUSKY	OH	44870	ERIE	3201862000	3515	CLEVELAND	22866A	Council						1	235
349	WILLER, THOMAS MYRON	1432 TAYLOR ST	SANDUSKY	OH	44870	ERIE	5800428000	1432	TAYLOR	TR 1.267A	Council						0	34
350	WILLIAMS, JOHN W & PAMELA S	1112 WAMALDO DR	SANDUSKY	OH	44870	ERIE	5700578000	0	WAMALDO	72 TAYLOR STREET 33'X30'	Council						0	69
351	WILLIAMS, JOHN W & PAMELA S	WAMALDO DR	SANDUSKY	OH	44870	ERIE	5700579000	0	WAMALDO	72 SUNNY SIDE ACRES 2 EX N 1/2 & 70 S TRI	Council						0	46
352	WINGELER, DAVID S & ROSEANNE	549 BERLIN ROAD	HURON	OH	44839	ERIE	4200676000	549	BERLIN	51 OL 25 TRI BETW RD & R R 945A	Council						1	397
353	WISENBARGER, CHESTER H	1100 S MAIN ST LOT 36	NORTH FAIRFIELD	OH	44835-9548	ERIE	5705666000	1136	DEPOT	OL-40-41 & 43 S SIDE OF N DEPOT ST 272A	Council						0.275	167
354	WOLFE, JEFFREY HERMAN	1811 HUDSON DRIVE	HURON	OH	44839	ERIE	3200216000	0	CLEVELAND	S2 N OF CLEVELAND	Council						7	368
355	WOLFE, JEFFREY HERMAN	1811 HUDSON DRIVE	HURON	OH	44839	ERIE	3200217000	0	CLEVELAND	SANDUSKY RD 6.8099A	Council						0.2978	104
356	WRAY, JEAN M	508 WILDER AVE	HURON	OH	44839	ERIE	4200187000	508	WILDER	OL 1 NORTH OF R R LOT F 399A	Council						1	75
357	WURZEL, LYLE K ET AL	423 DUBLIN RD	HILLIARD	OH	43126	ERIE	5802770000	1514	TAYLOR	50 TAYLOR STREET WH 43'X92'	Council						0	54
358	WYATT, DONALD R	6709 POORMAN ROAD	VERMILION	OH	44089	ERIE	1201410001	6709	POORMAN	VACKED ALLEY 10'X92'	Council						3	232
359	YOST, JOSEPH F & MARTHA ANN TRS	P.O. BOX 896	SANDUSKY	OH	44871-0896	ERIE	5802625000	2609	VERNICE	PT OF OL 5 6 12 13 NORTH OF VERNICE ROAD 4.60A	Council						5	523

Brian Bithornick, et al. v. AT&T Corp., et al. - Ohio
Order of Judgment
Erie County
As of April 25, 2006

Mailing Address						Property Information										
Count	Property Owner Name	Address	City	State	Zip	Property County	Tax Parcel Number	Property Address	Property Description	Railroad	Tax Map Number	Section	Township	Range	Acreage	Total Front Footage
1	JOHNSON, TERRY A	4018 CLEVELAND RD E	HURON	OH	44039	ERIE	0100901000	4018 CLEVELAND	20-6-A LOT 6 S OF RD & N OF RR 7.5 OF RD E CENTRAL PT	Conrail					40	1,177
2	KAMM FARMS INC	7310 KAMM FARMS DRIVE	HURON	OH	44039	ERIE	0100513000	0 DARBOW	20-6-A LOT 16 E PT N OF R R	Conrail					6	663
3	KNIGHT, CHARLES L & DENISE A	3918 CLEVELAND RD EAST	HURON	OH	44039	ERIE	0100439001	0 SR 6	ANNEX 17.5 SIDE CLEVELAND	Conrail					2	51
4	LONG, THOMAS E & EMILIE	2007 BERLIN ROAD	HURON	OH	44039	ERIE	0100600000	0 CLEVELAND	SDRY RD 2.228A	Conrail					8	284
5	OTTO FARMS INC	9004 ST RT #61 N	BERLIN HEIGHTS	OH	44141	ERIE	0100739000	0 DEBOT	20-6-A LOT 8 W PT N OF RR & SE PT N OF RR 6.7317A	Conrail					7	54
6	SCHEIDNER, JOHN R & MARIL ROBINSON	1109 NORWALK AVENUE	HURON	OH	44039	ERIE	0100834000	0 HAHN	20-6-A LOT 5 PT E 18A N OF RR EX 8.523 17.4241A	Conrail					17	1,005
7	HOWK, TERRY L	7611 HAHN ROAD	HURON	OH	44039	ERIE	0100836000	7611 HAHN	20-6-A LOT 5 W CEN PT EX 77A	Conrail					3	60
8	DEMALINE LESTER L ET AL	4334 AVON CENTER RD	AVON	OH	44011	ERIE	0100991000	3820 CLEVELAND	6 E CEN PT 3.579A	Conrail					47	81
9	DEMALINE LESTER L ET AL	4334 AVON CENTER RD	AVON	OH	44011	ERIE	0100992000	0 CLEVELAND	PT E X ETC 46.9222A	Conrail					41	69
10	STATE OF OHIO NATL RES	BLDG D FOUNTAIN SQ	COLUMBUS	OH	43224	ERIE	0161001000	0 DARBOW	EX ETC 41.353A	Conrail					0	981
11	STATE OF OHIO DEPT OF NATL RES	BLDG D FOUNTAIN SQ	COLUMBUS	OH	43224	ERIE	0161002000	0 DARBOW	20-6-1 16 W SIDE EX-12.087	Conrail					12	2,139
12	STATE OF OHIO DEPT OF NATL RESOURCES	BLDG D FOUNTAIN SQUARE	COLUMBUS	OH	43224	ERIE	0161003000	0 CLEVELAND	ACRES	Conrail					10	409
13	STATE OF OHIO DEPT OF NATURAL RESOURCES				60000	ERIE	0161036000	0 SR 6	20-6-A 13-14 W OF CREEK PT OF MARSH & ISLAND IN CREEK	Conrail					139	1,868
14	COUNTY CLUB LANDSCAPING INC	34088 CENTER RIDE ROAD	NORTH RIDGEVILLE	OH	44035	ERIE	0400016000	7913 SR 61	LOT 50 BERLIN STREET E PT EX 16 NORTH SIDE 59A	Conrail					1	27
15	OTTO FARMS INC	9004 ST RT #61 N	BERLIN HEIGHTS	OH	44141	ERIE	0400026000	0 CEYLON	9.17 E OF CEYLON RD N OF RR EX ETC 2.545A	Conrail					3	1,14
16	BERLIN TWP TRUSTEES				00090	ERIE	0463001000	0 DEBOT	9.17 E OF CEYLON RD N OF R R	Conrail					0.39	17
17	STASZAK, JOSEPH A & NICOLE M SACKETT	5602 RUSDEN RD	VERMILION	OH	44089	ERIE	1200023000	5602 RUSDEN	20-6-213A N OF R R 4.6477A	Conrail					5	39
18	PEASE, JULIE B	209 MIDWAY BLVD	ELYRIA	OH	44035	ERIE	1200023001	0 RUSDEN	23-4-N OF RR E SIDE RUSDEN RD 3.7435A	Conrail					4	79
19	PENA, MARIE	12210 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200025000	0 RUSDEN	3 LOT 9 PT N OF R R (GOLF COURSE) 11.00A	Conrail					12	1,08
20	PENA, MARIE	12210 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200026000	0 CLEVELAND	20-6-3 EPT N OF WPT & TRI NW COR OR 8.12 EX ETC	Conrail					46	1,37
21	BRUBAKER, CHRISTOPHER & ROSALYNN R	7410 FRAMLEY RD	VERMILION	OH	44089	ERIE	1200094000	7410 FRAMLEY	2 LOT 2 & 22 E SIDE OF FRAMLEY ROAD 1.34A	Conrail					1	42
22	PENA, MARIE	12210 WEST LAKE ROAD	VERMILION	OH	44089	ERIE	1200333000	0 CLEVELAND	20-6-3 19STAVLEY TR 25.639A	Conrail					24	3
23	LEISURE, ORVEL L	7012 JOEPA ROAD	HURON	OH	44039	ERIE	1200372000	7012 JOEPA	20-6-3 LOT 24 N PT EX ETC 25 SW PT & 16 E OF JOEPA	Conrail					1.338	1,09
24	HARBORCROWN LTD	KELLEY KIRBY	CHICAGO	IL	60681-0290	ERIE	1200391000	0 POORMAN	20-6-3 30 ALL S OF RD BETW 1S & MS EX ETC 41.0935A	Conrail					41	78
25	MOROG MARLEE & HIDDEN HOLLOW LTD	P O BOX 2093	SHEPHERD	OH	44054	ERIE	1200444000	0 LAKE	3.132 ALL S OF RD & ETC 82.766A	Conrail					82	2,06
26	HOWLEY, ROBERT S	13902 W LAKE RD	VERMILION	OH	44089	ERIE	1200472000	13902 LAKE	2 LOT 29 W PT OF E PT SOUTH OF RD 2.35A	Conrail					2	19
27	KAPCOW, JOHN A & KAREN L	12706 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200495000	12706 LAKE	20-6-2 LOT 33 BETW R R OF W 1/2 OF W 1/2 22.923A	Conrail					23	37
28	KEFFERBER, ROBERT V & MARY S	36 MARINERS COVE	VERMILION	OH	44089	ERIE	1200509013	36 MARINERS	UNIT 36 MARINERS COVE CONDO	Conrail					6	1,56
29	BROWN DONALD A TRUSTEE	5603 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200538000	0 LAKE	20-6-4 1 W PT BETW RD & RR EX 2 E PT BETW RD & RR EX	Conrail					42	97
30	KNITTEL ET AL, DUANE C	4908 CLEVELAND ROAD E	HURON	OH	44039	ERIE	1200576000	4906 CLEVELAND	20-6-4 LOT 39 SIDE SDR RD EX 48A RW EX ETC 61.3893A	Conrail					62	72
31	KAPCOW, JOHN A & KAREN L	12706 West Lake Rd	VERMILION	OH	44089	ERIE	1200591000	12806 LAKE	20-6-2 LOT 33 E 1/2 OF W 1/2 EX 30 STRIP RW ETC 22.746A	Conrail					23	36
32	KOPPENHAVER, MERLE E	12609 WEST LAKE RD	VERMILION	OH	44089-3197	ERIE	1200592000	12614 LAKE	2 LOT 34 N 29 EX NW COR. 36.65 ACRES	Conrail					39	13
33	Udumma					ERIE	1200600000	0		Conrail					0	61
34	ROBERTS, PHYLLIS & BEVERLY J HILL	6044 LIBERTY AVE	VERMILION	OH	44089	ERIE	1200602000	0 LIBERTY	2 LOT 29 31.40 STRIP S SIDE ADJ RR EX 73A 62A	Conrail					1	67
35	KOWALSKI, CHRISTOPHER P	13394 W LAKE ROAD	VERMILION	OH	44089	ERIE	1200610000	0 SR 6	20 6 2 LOT 31-2 S END OF TR PARCEL D 12.331A	Conrail					12	76
36	BROWN DONALD A TRUSTEE	5603 WEST LAKE RD	VERMILION	OH	44089	ERIE	1200640000	0 JOEPA	20-6-3 LOT 16 N OF R EX 42A STRIP 14.2921A	Conrail					15	1,65
37	SUTTON, KENT N & GERTRUDE B	148 CHERRY VALLEY	AMHERST,	OH	44001	ERIE	1200738000	15305 DARBOW	20-6-4 31 S OF RD N OF RR 9A508 DARBOW PARTN W PT	Conrail					24	74

38	First Family Company, LTD.	21460 Aberdeen Rd	Rocky River	OH	44116-1114	ERIE	120775000	13010 LAKE	20-6-2 3350RD N OF ETC	18.1710A	0	18	426
39	PLUS JUSTIN J & JACQUELINE A	4821 DAYTON COURT	VERMILION	OH	44089	ERIE	120083000	4821 DAYTON	7 DAYTON COURT SUB & 6	18.1710A	0	18	226
40	BEACH, SHERRY D ET AL	5322 CLEVELAND RD E	HURON	OH	44359	ERIE	1200887000	5322 CLEVELAND	DAYTON COURT SUB W PT	20-6-4 LOT 2 EPT BETW RD & RR EX 14.4366A	0	14	359
41	MCKENZIE, BUDDY A & WANDA	4820 DAYTON COURT	VERMILION	OH	44089	ERIE	1200832000	4820 DAYTON	5 DAYTON COURT SUB		0	0	144
42	MCKENZIE, BUDDY A & WANDA	4820 DAYTON COURT	VERMILION	OH	44089	ERIE	1200832000	0 DAYTON	6 DAYTON COURT SUB		0	0	118
43	W V A S	109 CAVALLARY RD	VERMILION	OH	44089	ERIE	1201194000	0 INFANTRY	DEWEY FIELD & SAN JUAN		0	0	637
44	GLENBROOK PARTNERS	GLENBROOK OFFICE PARK	VERMILION	OH	44089	ERIE	1201198000	119920 LAKE	SE LOT 28 N PT S OF RD ETC		3	3	381
45	PIEKOR, FRANK J & KATHLEEN A	7409 FRALLEY RD	VERMILION	OH	44089	ERIE	1201221000	7409 FRALLEY	4 LOT 3 WEST SIDE OF	2.74A	1	1	222
46	GRACE UNITED METHODIST CHURCH	13406 WEST LAKE RD	VERMILION	OH	44089	ERIE	1201252000	0 LAKE	4 LOT 3 WEST SIDE OF	FRALLEY ROAD 1.05A	15	15	768
47	First Family Company, LTD	21460 Aberdeen Road	ROCKY RIVER	OH	44116	ERIE	1201258000	0 SR 6	20-6-2 LOT 32 WH DAR PT EX R	W ETC 20.876A	21	21	374
48	TUPIS, DAVID S & DEBORAH L	7404 FRALLEY RD	VERMILION	OH	44089	ERIE	1201262000	7404 FRALLEY	4 LOT 2 & 2 E SIDE OF	FRALLEY ROAD 3.12A	5	5	581
49	A & M REALTY	1607 STATE RD, STE 6	VERMILION	OH	44089	ERIE	1201271000	13966 LAKE	SE LOT 29 E PT S OF RD EX 28	W PT S OF RD EX 1.13A	1	1	172
50	DEMAYNE LESTER L ETAL TRUSTEES	4534 AVON CENTER RD	AVON	OH	44011	ERIE	1201304000	4816 CLEVELAND	20-6-4 LOT 4 EPT S OF RR & L	R & ETC 65.6024A	64	64	794
51	DUSH, THEODORE P & EDITH M	14105 W LAKE RD	VERMILION	OH	44089	ERIE	1201380000	14017 LAKE	SE L28 S OF RD TRI BETW RD	R & ETC 65.6024A	2	2	565
52	RILEY, TAMARA A	5608 HURON ST	VERMILION	OH	44089	ERIE	1201389001	13940 LAKE	2-28 S OF RD BETW RD & RR	2.0906A	1	1	255
53	W VAIT, DONALD R	6709 POORMAN ROAD	VERMILION	OH	44089	ERIE	1201410001	6709 POORMAN	3-25 W SIDE POORMAN RD	1.3828A	3	3	232
54	BUSSEL, WILLIAM ENMETT & MARSHA E	6210 BARNES ROAD	VERMILION	OH	44089	ERIE	1201414003	6210 BARNES	3-21 34 33 E SIDE OF BARNES	RD 3.0913A	3	3	1,356
55	BUSSEL, WILLIAM ENMETT & MARSHA E	6210 BARNES ROAD	VERMILION	OH	44089	ERIE	1201414001	6210 BARNES	3-21 E SIDE OF BARNES RD	1.9927A	2	2	33
56	BROWN DONALD A TRUSTEE	5605 WEST LAKE RD	VERMILION	OH	44089	ERIE	1201564000	0 CLEVELAND	4-LEFT BETW RD & RR & HWY	OF W CLEVELAND RD ETC	23	23	476
57	FOHTEL, FRED W	9417 WEST DABROW RD	VERMILION	OH	44089	ERIE	1201801003	0 DABROW	20-6-4 13 EPT S OF RD 18.3454A		18	18	459
58	BEULAH BEACH CORP	6101 WEST LAKE RD	VERMILION	OH	44089	ERIE	1400031003	0 SR 6	20-6-32 S END & N END EX 04	RAW ETC 22.5855A	28	28	627
59	ERIE COUNTY COMMISSIONERS	2900 COLUMBUS AVE	SANDUSKY	OH	44870	ERIE	1400031003	0 SR 6	LOT 25 & 26 PT S END WATER	TOWER 2338A	0.2388	100	100
60	Unknown	5511 LIBERTY AVENUE	VERMILION	OH	44089	ERIE	1800470010	692 PERRY	18 COLUMBUS ST S 78' BLK 18		0	0	85
61	CITY OF VERMILION OHIO	710 VERMILION RD	VERMILION	OH	44089	ERIE	1800480000	0 VERMILION	ETC BLK 20.37X299		0	0	43
62	BULAN, RICHARD J & BILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800855000	0 VERMILION	26 27 BETW RR & E OF RIVER	RD 187A	0.1872	368	368
63	Unknown	13120 DABROW RD	VERMILION	OH	44089	ERIE	1800172000	0	104 WASHINGTON ST WH EX		0	0	83
64	CLARK, GENEVIEVE M & LINDA C ASHAR	VERMILION	VERMILION	OH	44089	ERIE	1800276000	693 WASHINGTON	ETC BLK 20.37X299		0	0	96
65	LUNBERLANDS LTD	656 SANDUSKY STREET	VERMILION	OH	44089	ERIE	1800346000	656 SANDUSKY	548 W RIVER RD S37.51' & 358	SANDUSKY ST & 339 COLS	0	0	423
66	MEHNERK, WARREN L & ANITA L	3895 LIBERTY AVE	VERMILION	OH	44089	ERIE	1800468000	5895 SR 6	81 OL 22 NEND ETC 1.3347A		1	1	431
67	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1800626000	0 MAIN	120 COLUMBUS ST N		0	0	101
68	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1180627000	0 MAIN	36.86X101.7		0	0	48
69	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1180628000	0 MAIN	121 COLUMBUS ST N		0	0	48
70	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1180629000	0 MAIN	122 COLUMBUS ST N		0	0	48
71	GRAND DIVISION INC	1430 HAWTHORNE DR	VERMILION	OH	44089	ERIE	1180630000	0 MAIN	123 COLUMBUS ST N		0	0	48
72	METZO III, JOHN LEE & CAROLYN A	696 GRAND STREET	VERMILION	OH	44089	ERIE	1180637000	696 GRAND	127 COLUMBUS ST N 36.86X299		0	0	56
73	BUL COAL & BUILDERS SUPPLY INC	P.O BOX 432	VERMILION	OH	44089	ERIE	1800810000	685 MAIN	106 107 COLS ST BLK 20	GRAND ST	0	0	193
74	BUL COAL & BUILDERS SUPPLY INC	P.O BOX 432	VERMILION	OH	44089	ERIE	1800811000	0 TOLLEO	578 108EX 53' 109524 14EX2.42		0	0	235
75	BUL COAL & BUILDERS SUPPLY INC	P.O BOX 432	VERMILION	OH	44089	ERIE	1800812000	0 COLUMBUS	198 199 200 201 BLK 22		0	0	235
76	BULAN, RICHARD J & BILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800835000	0 VERMILION	225 226 227 228 229 230 231 232	BLK 23	0	0	477
77	BULAN, RICHARD J & BILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	18008361000	0 VERMILION	312 313 314 315 316 317 318 329	BLK 24	0.33	0	458
78	BULAN, RICHARD J & BILEEN P	710 VERMILION RD	VERMILION	OH	44089-1832	ERIE	1800862000	710 VERMILION	20-6-1 25 TRI S OF R & E OF	RIVER 37A	0.15	143	143
									20-6-1 1.26 S 40' OF 120' S OF R	R 13A	0.15	143	143
									S OF R & E OF RIVER NEW	SURV 2.944A	3	3	510

79	KAYMALAC, JOHN C & ALBINE B	2101 WEST ERIE AVENUE	VERMILION	OH	44052	ERIE	1800697000	739 RIVER	384 WATER LOT 5 PT BLK 44	0	232
80	MARCOLA, JEFFREY R	688 JEFFERSON STREET	VERMILION	OH	44089	ERIE	1801290000	688 JEFFERSON	385 WATER LOT WH BLK 44	0	95
81	HERREY III, R J	5717 OHIO ST	VERMILION	OH	44089	ERIE	1801464000	0 PERRY	S1 OL 22 N E PT N OF RD 358A	0.358	82
82	ORRYAN, BARBARA & WALTER	688 WASHINGTON ST	VERMILION	OH	44089	ERIE	1802015000	688 WASHINGTON	19 COLUMBUS ST EX S 8 & E	0	125
83	Unknown					ERIE	1802159000		COLUMBUS ST EX S12 99 B 19	0	352
84	HILDON JR, DONALD S P	5234 OHIO STREET	VERMILION	OH	44089	ERIE	1802160000	0 COLUMBUS	EXS22 99GWHEXS18 99&FWH	0	474
85	RUE INSURANCE AGENCY INC	5679 LIBERTY	VERMILION	OH	44089	ERIE	1802182000	0 COLUMBUS	PT LOTS 361-368 & 381 BLK 36	1	49
86	CITY OF VERMILION					ERIE	1864006000	0 RIVER	1-3-5-7- SUB OF LOT 425	0	344
87	CITY OF VERMILION					ERIE	1864007000	0 RIVER	FRONTING ON RIVER NEAR	0	58
88	MACKERY, CAROLAE A & ROBERT	7104 FRALLEY RD	VERMILION	OH	44089	ERIE	1900061000	0 ANDERSON	9 SUB OF LOT 425 FRONTING	0	906
89	BAILEY, LARRY JR & ANNY B	4670 FREDERICK AVE	VERMILION	OH	44089	ERIE	2200202000	4670 FREDERICK	ON RIVER NEAR BLK	0	80
90	FRALAY, LISA A	4728 FREDERICK AVENUE	VERMILION	OH	44089	ERIE	2200033000	4728 FREDERICK	PTS LOTS 4 & 5 BLUE BIRD BOH	0	100
91	PARSON, DALE & VIRGINIA M	31040 RT 22 WEST	BRANCHBURG	NJ	08876	ERIE	2200070000	4708 FREDERICK	SUB&TRI OF PT OF LS BLK	0	89
92	KENSKI, FRANK M	1300 SYCAMORE LINE	SANDUSKY	OH	44870	ERIE	2200072000	0 FREDERICK	250 251 FREDERICK AVENUE	0	35
93	SMITH, JAMES	4758 FREDERICK	VERMILION	OH	44089	ERIE	2200120000	4758 FREDERICK	252 253 254 255 256 257	0	150
94	VERMILION PARK ESTATES	30 PUBLIC SQUARE STE 1050	CLEVELAND	OH	44113-2657	ERIE	2200122000	0 FREDERICK	FREDERICK AVENUE	0	236
95	POULSON, DAVID K	3890 JERUSALEM ROAD	VERMILION	OH	44089	ERIE	2200141000	4692 FREDERICK	247 248 249 FREDERICK	0	121
96	GRIFFING SANDUSKY AIRPORT	3115 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	3200048000	3115 CLEVELAND	22-6-2 CEN PT N OF RD 864A	0	326
97	WOLFF, JEFFREY HERMAN	1811 JUDSON DRIVE	HURON	OH	44839	ERIE	3200216000	0 CLEVELAND	S2 N OF CLEVELAND	7	366
98	WOLFF, JEFFREY HERMAN	1811 JUDSON DRIVE	HURON	OH	44839	ERIE	3200217000	0 CLEVELAND	SANDUSKY RD 6.8299A	0.2379	104
99	GRIFFING SANDUSKY AIRPORT	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201424000	0 CLEVELAND	22-6-2 CENTRAL PT N OF RD	1	159
100	GRIFFING SANDUSKY AIRPORT	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201425000	3115 CLEVELAND	22-6-2 N OF CLEVELAND	11	1,207
101	GRIFFING SANDUSKY AIRPORT	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201427000	0 CLEVELAND	SANDUSKY ROAD 16.50A	8	44
102	GRIFFING SANDUSKY AIRPORT	3115 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3201428000	0 CLEVELAND	22-6-2 N OF CLEVELAND	8	324
103	WELLS VINCEZA A	2529 COLUMBUS AVENUE	SANDUSKY	OH	44870	ERIE	3201862000	3515 CLEVELAND	SANDUSKY ROAD 7.688A	1	235
104	AIR INN INC	721 ST ALBANS DR	BOCA RATON	FL	33486-1511	ERIE	3202140000	0 CLEVELAND	22-6-2 E TRI N OF RD BEATTY	7	356
105	TAYLOR, ADRIAN C & MELDINE S	3307 CLEVELAND RD	SANDUSKY	OH	44870	ERIE	3204887000	3315 CLEVELAND	S2 N OF CLEVELAND	5	202
106	GRIFFING, THOMAS & KELLY	3315 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	3204887000	0 BARRETT	SANDUSKY RD 6.8210A	2	108
107	MOXLEY, EDWARD J	2614 COUNTY RD 250	VICKERY	OH	43464	ERIE	3204887000	0 BARRETT	2-2 N SIDE OF CLEVELAND RD 2.006A	116	637
108	MOXLEY, EDWARD J & SUSAN M	2614 C R 250	VICKERY	OH	43464	ERIE	3201158000	0 MCCARTNEY	1A 17 S OF BARRETT RD N OF	110	3,006
109	BOUY, LEE ANN	3510 BARRETT ROAD	SANDUSKY	OH	44870	ERIE	3201219000	3510 BARRETT	24-6-4 L17 SUB 35PT EX DR E	1	622
110	REMY, RAYMOND A JR & RONALD	5068 HOMEGARDNER RD	CASTALIA	OH	44824	ERIE	3201759000	3502 BARRETT	24-6-4 LOT 17 1A S OF RD EX	1	235
111	GERBER ET AL, GENEOLD	P O BOX 2252	SANDUSKY	OH	44870	ERIE	3201761000	0 BARRETT	21A & NW PT S OF RD EX	26	317
112	CHEERY, JIMMIE JR & LINDA	5416 BARRETT RD	SANDUSKY	OH	44870	ERIE	3201792000	5416 BARRETT	25 29A	2	304
113	DUTCHMAN COMPANY INC	12400 BROADWAY AVENUE	CLEVELAND	OH	44125	ERIE	3201949000	0 BARRETT	A-17 S OF BARRETT RD &	27	3,976
114	HILL, GREGORY L	609 MAINER VILLAGE	HURON	OH	44839	ERIE	3200053002	0 CLEVELAND	W OF PENN CEN RR 271.19A	12	384
115	HILL, GREGORY L	609 MAINER VILLAGE	HURON	OH	44839	ERIE	3200053002	0 CLEVELAND	2-30-PT OF W SIDE BEITW LSE	12	1,292
116	SCHOEN, ROBERT	1740 NORTH COUNTY ROAD 29	REPUBLIC	OH	44867	ERIE	3200054000	0 CLEVELAND	RR & 24 NE PT 11 63A	6	352
117	CROSS, RICHARD F	2400 CHENANGO RD	NEW LONDON	OH	44831	ERIE	3200156000	2716 CLEVELAND	22-6-3 NE PT & 25 E PT OF	4	316
118	CURTIS, BERNICE	329 BERLIN RD, APT E	HURON	OH	44839	ERIE	3200160000	3220 CLEVELAND	3 LOT 24 25 S CLEVELAND	2	195

119	CURTIS, BERNICE	329 BERLIN RD. ART E	HURON	OH	44839	ERIE	3900161000	0 CLEVELAND	22-6-3 LOT 26 ROW STRIP 16 1/2' WIDE 13A	Control				0.13	39
120	PALINKAS, KARLA H & JAMES A	3110 CLEVELAND RD. W.	HURON	OH	44839	ERIE	3900234000	3110 CLEVELAND	22-6-3 26PT N OF RR 7-3-26 NE TR & 3-26 STR ROW 2 20A	Control				2	265
121	CEDAR BAY CONSTRUCTION INC	P O BOX 977	HURON	OH	44839	ERIE	3900239000	3514 CLEVELAND	22-6-3 26 ROW CAMP RD E TO CLEVEL&WPT EX 134ADNE OF WIDE	Control				540	747
122	SMITH, WAYNE L & TRACE L	3501 CLEVELAND RD W	HURON	OH	44839-1044	ERIE	3900346000	3501 CLEVELAND	22-6-3 27 28 SUB 4 SPT 2-50A MARSH ETC 1 1527A	Control				1	235
123	HERBERT, LARRY	3006 CLEVELAND RD. W.	HURON	OH	44839	ERIE	3900376000	3006 CLEVELAND	3 LOT 25 PT BETW RD & R R ROW 16 1/2X1108 927A	Control				1	120
124	LEIS LIMITED PARTNERSHIP	406 LEISURE DR	HURON	OH	44839	ERIE	3900401000	0 CLEVELAND	22-6-3 26 E PT OF W 1/2 N & S OF RR 2-3101A	Control				3	328
125	KOZICH, DANIEL D & KATHY A	3120 CLEVELAND W	HURON	OH	44839	ERIE	3900462000	3115 CLEVELAND	22-6-3 26EPT WPT BETWEEN R 12-6-3 26RW STRIP 16 1/2' WIDE	Control				226	536
126	REIBER, SANDRA SUE NICKEL	3018 CLEVELAND ROAD	HURON	OH	44839	ERIE	3900463000	3018 CLEVELAND	22-6-3 LOT 26 BETW RD & RRE TRI NW COR 2 048A	Control				2	293
127	REIBER, SANDRA SUE NICKEL	3018 W CLEVELAND ROAD	HURON	OH	44839	ERIE	3900464000	0 CLEVELAND	22-6-3 LOT 26 ROW 16 1/2 X 237	Control				0	31
128	DELAHUNT, JAMES F & MARTHA	825 SENECA AVE	HURON	OH	44839	ERIE	3900508000	2920 CLEVELAND	22-6-3 24 WPT OF NW 1/4 23 WPT BETW RD&RR 1 010A	Control				1	120
129	DELAHUNT, JAMES F & MARTHA	825 SENECA AVE	HURON	OH	44839	ERIE	3900509000	0 CLEVELAND	3 LOT 24 25 S OF CLEVELAND RD 78A	Control				1	35
130	BARNES NURSERY & GARDEN CENTER INC	3511 CLEVELAND RD WEST	HURON	OH	44839	ERIE	3900521000	5115 CLEVELAND	22-6-3 27 SW COR OF SUB 3 EX ETC 979A	Control				1	76
131	W W EMERSON COMPANY	P O BOX 235	PORT CLINTON, OH	43432	ERIE	3900522000	5114 CLEVELAND	22-6-3 27 PT OF SUB 2 S OF ROAD 314A	Control				1	35	
132	W W EMERSON COMPANY	P O BOX 235	PORT CLINTON, OH	43432	ERIE	3900524000	5346 CLEVELAND	22-6-3 27 PT OF LOTS 2 S OF ROAD ETC 1376A	Control				1	334	
133	W W EMERSON COMPANY	P O BOX 235	PORT CLINTON, OH	43432	ERIE	3900524000	0 CLEVELAND	22-6-3 LOT 27 SUB 2 NORTH OF RR 10A	Control				0.1	113	
134	HERBERT, LARRY	3006 CLEVELAND ROAD W.	HURON	OH	44839	ERIE	3900564000	3006 CLEVELAND	33 LOT 25 S OF CLEVELAND SANDUSKY ROAD 1 069A	Control				1	122
135	STEINEN GILBERT JR TRUSTEE	3707 PERKINS AVENUE	HURON	OH	44839	ERIE	3900634000	0 CLEVELAND	22-6-4 LOT 31 NORTH PT 2A MARSH 35 00A	Control				35	26
136	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVENUE	HURON	OH	44839	ERIE	3900635000	0 CLEVELAND	4 29 30 31 N SIDE CLEVELAND SANDUSKY RD 19 784A	Control				20	359
137	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVENUE	HURON	OH	44839	ERIE	3900635000	0 CLEVELAND	4 29 30 31 N SIDE CLEVELAND SANDUSKY RD 19 784A	Control				20	951
138	HESSLER, JEFFERY C	5419 CLEVELAND ROAD W	HURON	OH	44839	ERIE	3900637000	5419 CLEVELAND	3 27 SUB 4 115A 3 28 S PT NORTH OF RD 2-359A	Control				2	89
139	STOUT, LUCY	2808 CLEVELAND ROAD W	HURON	OH	44839	ERIE	3900641000	2808 CLEVELAND	33 24 25 S SIDE CLEVELAND SANDUSKY ROAD 2 095A	Control				2	154
140	Stout, Lucy	2808 Cleveland Road West	Huron	OH	44839	ERIE	3900642000	2804 CLEVELAND	22-6-3 23 BETW RD&RR 24 E OF NW 1/4 ETC 1 51A	Control				2	101
141	BARDISHAR APARTMENTS INC	3210 W CLEVELAND RD	HURON	OH	44839	ERIE	3900665000	3220 CLEVELAND	22-6-3 26 WPT BETW ETC 2 767A	Control				3	217
142	LAKE ERIE ARRIE 2875 FOE	2902 CLEVELAND RD W	HURON	OH	44839	ERIE	3900667000	2202 CLEVELAND	3 LOT 24 25 S SIDE OF CLEVEL SANDUSKY RD 3 5156A	Control				104	2 470
143	EAGLE CONCERN LTD	306 WILLIAMS ST	HURON	OH	44839	ERIE	3900728000	0 SR 6	22-6-11 22 23 S SIDE CLEVEL SICKY 103 903A	Control				8	473
144	EAGLE CONCERN LTD	306 WILLIAMS STREET	HURON	OH	44839	ERIE	3900728018	0 CLEVELAND	1-22 CONSERVATION AREA 8 3492A	Control				284	313
145	TRACHT ROBERT L TRUSTEE	3403 CLEVELAND RD W	HURON	OH	44839	ERIE	3900781000	2914 CLEVELAND	22-6-3 28 N SIDE OF CLEVEL SANDUSKY RD	Control				23	433
146	CPT A LIMITED PARTNERSHIP	3506 HULL RD	HURON	OH	44839	ERIE	3900929000	0 CLEVELAND	22-6-3A 5-28N SIDE OF CLEVEL RD 21 679A	Control				22	430
147	CONSO JUDITH A TRUSTEE	1020 COVE PARK BLVD	SANDUSKY	OH	44870	ERIE	3900910000	0 CLEVELAND	1-24 S PT OF 135 62A 31 3173A	Control				31	742
148	TAHOMA & CO	1223 DUBLIN ROAD	COLUMBUS	OH	43215	ERIE	3900924000	0 CLEVELAND	22 6 31 E PT EX 13A & 20 PT OF E PT EX 21A EX 20 STRIP 46 369 AC	Control				46	836
149	NATURE CONSERVANCY				00000	ERIE	3900933000	0 CLEVELAND	ACQUIRED FROM ANDERSON ACRES 1 24 S PT OF 125 62 A & 114 NE CO	Control				51	845
150	STATE OF OHIO DEPT OF NATURAL RESOURCES				00000	ERIE	3961003000	0 CLEVELAND	22-6-4 LOT 32 SW PT & N OF RD 11 902A	Control				0	392
151	STATE OF OHIO DEPT OF NATURAL RESOURCES				00000	ERIE	3961004000	0 CLEVELAND	22-6-4 32 SW PT&N OF RD&32N OF CLEVELAND RD 2 093A	Control				2	230
152	FABER JOAN F OR KENNETH E TRUSTEES	36019 FOX RUN	BIRMINGHAM	MI	48025	ERIE	4100025000	4409 CLEVELAND	22-6-4 LOT 33 34 S PT OF CEN N OF RD 13419A	Control				13	600
153	FABER JOAN F OR KENNETH E TRUSTEES	P.O. BOX 530	SANDUSKY	OH	44871	ERIE	4100078000	0 CLEVELAND	22-6-4 LOT 33 34 EPT EX ETC 12 90A	Control				13	727
154	SENZ AMUSEMENT COMPANY		SANDUSKY	OH	44870	ERIE	4100087000	4011 SR 6	22-6-4 32-23 W 23N&S OF RR 20A MARSH EX ETC 106 234A	Control				106	1 316
155	STOCKDALE ROBERT H TRUSTEE	4011 CLEVELAND ROAD	SANDUSKY	OH	44839	ERIE	4100146000	3707 PERKINS	4 5 KIEN STREET WH 01 1 NORTH OF R R LOT F 599A	Control				0	376
156	STEINEN GILBERT JR TRUSTEE	3707 E PERKINS AVE	HURON	OH	44839	ERIE				Control				0	128
157	Unknown	605 OTTAWA DRIVE	HURON	OH	44839	ERIE	4200365000	711 KLEIN		Control				0	75
158	STONE ET AL JOHN E		HURON	OH	44839	ERIE	4200146000			Control				0	128
159	WRAY, JEAN M	508 WILDER AVE	HURON	OH	44839	ERIE	4200187000	508 WILDER		Control				1	75

160	GRANIS RICHARD A TRUSTEE ETAL	1228 1/2 Riverside Dr	huron	OH	44839-2630	ERIE	4200316000	0 CLEVELAND	1 26 31 32 FT VAC L 170 171 172 BRACKENRIDGE ST S SIDE CLEVELAND 4.0688A	Control						4	575
161	WEAVER, FRED	697 CHERRY VALLEY DR	AMHERST	OH	44001	ERIE	4200408000	522 BERLIN	ST OL 26 FT OF RT BETW RD & R EX ETC 314A	Control						1	109
162	EVANS, WALTER M & VIRGINIA C	526 WILDER AVENUE	HURON	OH	44839	ERIE	4200435000	526 WILDER	OL 29 SW PT N OF R3 BETW RR WILDER ST PARCEL F 50A	Control						1	54
163	HABICK, ROBERT C & KAREN	514 WILDER STREET	HURON	OH	44839	ERIE	4200599000	514 WILDER	OL 29SW PT N OF RR BETW RR & WILDER ST PCL B EX133 46A	Control						1	86
164	HAMMOND, WILLIAM J & ANN ELIZABETH	516 ADAMS AVE	HURON	OH	44839	ERIE	4200624000	0 TAYLOR	20 TAYLOR AVENUE WH 46A	Control						0	180
165	WONIGLER, DAVID S & ROSEANNE	549 BERLIN ROAD	HURON	OH	44839	ERIE	4200676000	549 BERLIN	ST OL 25 TRIL BETW RD & R R 945A	Control						1	397
166	HURON CEMENT PRODUCTS CO INC	617 MAIN STREET	HURON	OH	44839	ERIE	4200743000	0 WILBOR	29-4E PT OF 5.17 AC 195X1 40 REBER ST 324A	Control						0.328	83
167	JENNINGS ETAL, DONNY	543 BERLIN RD	HURON	OH	44839	ERIE	4200765000	543 BERLIN	OL 26 S OF BERLIN ROAD BETW ROAD & R R 1 100A	Control						1	280
168	HURON CEMENT PRODUCTS COMPANY, INC	617 MAIN ST	HURON	OH	44839	ERIE	4200801000	622 WILLIAMS	109 WH 67A 110 CENT ST NW TR1 & 53 ALL N OF RR EX 176A	Control						0.176	270
169	J R PROPERTY MANAGEMENT LLC	1004 DOCKWAY DR	HURON	OH	44839	ERIE	4200913000	525 BERLIN	1 LOT 26 S SIDE OF BERLIN ROAD 92A	Control						1	55
170	PLAZA MINI STORAGE INC	P O BOX 472	HURON	OH	44839	ERIE	4200964002	402 CLEVELAND	OL 26 32 S OF CLEVELAND SANDUSKY RD 2.1516A	Control						2	356
171	TERRY, STEVEN R & JUDITH A	522 WILDER AVE	HURON	OH	44839	ERIE	4201000000	522 WILDER	OL 29 SW PT N OF RR BETW RR & WILDER ST PARCEL D 50A	Control						1	54
172	MADRY, DOMINIC L & AGNES R	810 LINCOLN AVENUE	HURON	OH	44839	ERIE	4201023000	0 BERLIN	1 LOT 22 BERLIN RD E SIDE N OF R R 2 80A	Control						3	434
173	LALOND JR, MICHAEL	339 BERLIN RD	HURON	OH	44839	ERIE	4201095000	339 BERLIN	ST OL 26 E PT BETW RD & RR EX 20 STRIP EX ETC 47A	Control						0.47	48
174	REINICK, JOHN T & CAMILLE M	116 WILDER AVENUE	HURON	OH	44839	ERIE	4201101000	536 WILDER	1 LOT 29 PROPOSED PCL J 50A	Control						1	54
175	NOFTZ, MARSHA J	330 WILDER AVENUE	HURON	OH	44839	ERIE	4201184000	330 WILDER	OL 29 SW PT N OF RR BETW RR & WILDER ST PCL G 50A	Control						1	54
176	EVANS, LILY B	513 STEDMAN STREET	HURON	OH	44839	ERIE	4201230000	513 STEDMAN	15 16 STEDMAN STREET WH EX 27 REAR END	Control						0	164
177	PUMMER, RAYMOND A & JOANN M	534 WILDER AVENUE	HURON	OH	44839	ERIE	4201283000	534 WILDER	ST OL 29 PARCEL H	Control						0	54
178	REHDER, PAUL E	410 WILDER STREET	HURON	OH	44839	ERIE	4201335000	410 WILDER	ST LOT 29 PARCEL C NORTH OF RR 491A	Control						0.491	38
179	RICHARDSON, BILLY RAY & CHERA M	420 WILDER AVENUE	HURON	OH	44839	ERIE	4201363000	420 WILDER	OL 1 N OF R R & PARCEL E 359A	Control						1	60
180	ROTH, WAYNE C & MARYBETH BAUER	A542 WILDER AVE	HURON	OH	44839	ERIE	4201460000	342 WILDER	OL 29 PROPOSED PARCEL K & L 1 00A	Control						1	112
181	ARTINO, DANNY J & PATRICIA	P O BOX 463	HURON	OH	44839	ERIE	4201424000	418 WILDER	OL 1 NORTH OF R R PARCEL D 327A	Control						1	93
182	BICKLEY, FRANK J	310 WILDER AVENUE	HURON	OH	44839	ERIE	4201484000	510 WILDER	ST OL 29 PARCEL A 639A	Control						1	70
183	SICKA, JOHN A & DOROTHY M	547 BERLIN ROAD	HURON	OH	44839	ERIE	4201512000	547 BERLIN	OL 25 N E COR N OF ROAD ETC 40A	Control						0.4	95
184	SPRAGUE, PARK E & JEANNE	524 WILDER AVE	HURON	OH	44839	ERIE	4201566000	524 WILDER	ST LOT 29 PARCEL E	Control						0	54
185	DURETY, KANS S & CYNTHIA A	10016 RIVER ROAD	HURON	OH	44839	ERIE	4201579000	546 BERLIN	OL 25 N E COR N OF RDS EX ETC 511A	Control						1	145
186	WALSKI ETAL, CARL D	541 BERLIN RD	HURON	OH	44839	ERIE	4201708000	40 CLEVELAND	1 LOT 30 W OF RIVER & S OF CLEVELAND RD 2.1833A	Control						2	93
187	THOMPSON, VINCENT B & CHRISTINE E	917 GLENVIEW DR	HURON	OH	44839	ERIE	4201879000	0 GLENVIEW	13 PARK RIDGE SUB 2	Control						0	146
188	SHAVINA A & VONTELL, WAYNE T & IOLEND ELYNN	1103 FIFTH STREET	SANDUSKY	OH	44870	ERIE	4201879051	921 GLENVIEW	15 PARK RIDGE SUB 3	Control						0	75
189	WONTELL, WAYNE T & IOLEND ELYNN	925 GLENVIEW DR	HURON	OH	44839	ERIE	4201879052	923 GLENVIEW	16 PARK RIDGE SUB 3	Control						0	75
190	SNYDER, RONALD E & MARIA F	1019 W OSBORNE STREET	SANDUSKY	OH	44870	ERIE	4201879053	923 GLENVIEW	17 PARK RIDGE SUB 3	Control						0	75
191	GOSSER, LOREN JID & MICHELLE L	927 GLENVIEW DR	HURON	OH	44839-2567	ERIE	4201879054	927 GLENVIEW	18 PARK RIDGE SUB 3	Control						0	75
192	THOMPSON, GERALD E & RITA A	929 GLENVIEW	HURON	OH	44839	ERIE	4201879055	929 GLENVIEW	19 PARK RIDGE SUB 3	Control						0	95
193	TANNER, GREGORY R & PATRICIA L	911 GLENVIEW	HURON	OH	44839	ERIE	4201879056	911 GLENVIEW	20 PARK RIDGE SUB 3	Control						0	133
194	LUNA, PHILIP E & LISA A	2216 SWEETBARAN DRIVE	SANDUSKY	OH	44870	ERIE	4201879057	933 GLENVIEW	21 PARK RIDGE SUB 3	Control						0	170
195	IGLES, DONALD N & SHERILL R	833 GLENVIEW DR	HURON	OH	44839-2567	ERIE	4201879058	933 GLENVIEW	22 PARK RIDGE SUB 3	Control						0	65
196	ELDEN PROPERTIES LIMITED PARTNERSHIP	P O BOX 455	VERMILION	OH	44089	ERIE	4201884000	537 BERLIN	1 26 5 W SIDE OF BERLIN RD N OF R R 46	Control						0.46	159
197	ELDEN PROPERTIES LIMITED PARTNERSHIP	P O BOX 455	VERMILION	OH	44089	ERIE	4201906000	533 BERLIN	1 26 5 W SIDE OF BERLIN RD 46A	Control						0.46	184
198	THE HURON CEMENT PRODUCTS CO	617 MAIN STREET	HURON	OH	44839	ERIE	4201947000	617 MAIN	55 WH EX N W 1/4 MAIN & 36 MAIN ST & WILLIAMS ST	Control						0	320
199	AUTOMOTIVE INDUSTRIES MFG INC	1608 SAWMILL PARKWAY	HURON	OH	44839	ERIE	4202021000	1608 SAWMILL PARKWAY	SEC 2 E OF RYE BOH RD N OF RR & S OF RY PASS 69 771A	Control						70	3,232
200	AUTOMOTIVE INDUSTRIES MFG INC	1608 SAWMILL PARKWAY	HURON	OH	44839	ERIE	4202021002	0 SAWMILL PARKWAY	2 5 SIDE SAWMILL PARKWAY 1 000A	Control						1	111
201	TERMINAL LIMITED PARTNERSHIP	14841 SPERRY RD	NEWBURY	OH	44065	ERIE	4202023000	1708 SAWMILL PARKWAY	SEC 2 S SIDE OF SAWMILL PARKWAY & REAR LAND 6.00 A	Control						6	333

202	HURON CEMENT PRODUCTS CO INC	617 MAIN STREET	HURON	OH	44839	ERIE	4202039000	0 HURON	STRIP MAIN ST & HUR ST & HUR ST E&N OF RR & VAC RAILROAD ST 1.318RA	Council																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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245	SINERAN INC	PMB 6126	BLAINE	PA	98250-403	ERIE	5704912000	2228 CLEVELAND	OL 3 E 2907235 OF W 1122 38 EX 964A EX 027A1 105A	Contal					1	171
246	VALLI WANDA TRUSTEE	1509 ADRIAN CIRCLE	SANDUSKY	OH	44870	ERIE	5704388000	0 PIPE	OL 4 ALL N OF RR SUB OF 8 9 PIPE ST OL 25 SW PT SUB OF 8	Contal					162	606
247	LANG MARY C TRUSTEE	1715 COLUMBUS AVE	SANDUSKY	OH	44870	ERIE	5705439000	1715 COLUMBUS	9 PIPE ST OL 38 W OF COLUMBUS AVE & N OF R.R. 948A	Contal					1	415
248	S & J WAREHOUSING COMPANY	407 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5705661000	407 DEPOT	DEPOT 1 4486A SHERMAN ST & L 100-123	Contal					1	827
249	NEHRIT, JEFFREY A & SHERRI R	1801 PELTON PARK LN	SANDUSKY	OH	44870	ERIE	5705661001	627 DEPOT	VACATED LOTS 27-39 N DEPOT ST & W 28 VAC THOMAS ST 890A	Contal					1	467
250	REEDY, DEAN	530 DEPOT STREET	SANDUSKY	OH	44870	ERIE	5705661002	0 DEPOT	VACATED LOTS 122-123 DEPOT ST & VAC THOMAS ST W 12 2014A	Contal					0.2014	102
251	WIENBARGER, CHESTER H	100 S MAIN ST LOT 36	NORTH BARFIELD	OH	44855-9548	ERIE	5705660000	1636 DEPOT	OL 40-41 & 43 S SIDE OF N DEPOT ST 222A	Contal					0.273	167
252	KASPER FAMILY LIMITED PARTNERSHIP	1443 CEDAR POINT RD	SANDUSKY	OH	44870	ERIE	5705870000	2401 CLEVELAND	OL 4 N OF CLEVELAND RD & 4 RR 20 N OF CLEVELAND RD 4392A	Contal					4	248
253	M H D CORPORATION	2311 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	5705872000	0 CLEVELAND	OL 4 E OF CITY SOR BELLS LAND ETC 41 3469A	Contal					51	776
254	MHD CORPORATION	2311 CLEVELAND ROAD	SANDUSKY	OH	44870	ERIE	5705874000	2403 CLEVELAND	OL 4 N CLEVELAND RD & NRR TR 3 6997A	Contal					4	292
255	250 SANDUSKY PROPERTY LLC	PO BOX 227	NORWALK	OH	44857	ERIE	5705928000	1943 MILLAN	OL 18 S PT DAR SURV EX & SE TR 45 ALL BET LS & MS RR ETC	Contal					0	1,379
256	Ohio Edison Company	75 South Main Street	AKRON	OH	44308	ERIE	5729024000	0	BUS MENS SUB LOT 1124	Contal					0	59
257	Ohio Edison Company	75 South Main Street	AKRON	OH	44308	ERIE	5729025000	0	BUS MENS SUB LOT 1125	Contal					0	32
258	Ohio Edison Company	75 South Main Street	AKRON	OH	44308	ERIE	5729026000	0 LAKE SHORE	BUS MENS SUB LOT 1126	Contal					0	32
259	Ohio Edison Company	75 South Main Street	AKRON	OH	44308	ERIE	5729027000	0 LAKE SHORE	BUS MENS SUB LOT 1127	Contal					0	32
260	Ohio Edison Company	75 South Main Street	AKRON	OH	44308	ERIE	5729028000	0	OUT LOT 11	Contal					1,020	44
261	AMOTSE, MARY LOU & MICHAEL THOMAS	813 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5800652000	813 DEPOT	28 23 N DEPOT ST WH	Contal					0	44
262	FITZPATRICK, TERRY J & TERESA G	1506 TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5800101000	1506 TYLER	27 TAYLOR STREET WHOLE	Contal					0	34
263	BALUN, GERALD C & DIANA M	1512 W TAYLOR STREET	SANDUSKY	OH	44870	ERIE	5800146000	1512 TAYLOR	25 TAYLOR ST WH 33X396	Contal					0	34
264	RODRIGUEZ, KAREN L	831 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5800210000	831 DEPOT	18 19 N DEPOT STREET WH 20 WEST 6	Contal					0	50
265	BISHOP OF TOLEDO	429 CENTRAL AVE	SANDUSKY	OH	44870	ERIE	5800216000	2020 SANFORD	CALVERY CEMETERY	Contal					0	143
266	McKINLEY, MICHAEL ORIN	3215 MAGAZINE ST APT D	NEW ORLEANS LA	70113	ERIE	5800367000	815 DEPOT	26 27 N DEPOT STREET WH	48 N DEPOT ST WH	Contal					0	44
267	LAND, JOE & LEOBA	2707 CAMPBELL ST	SANDUSKY	OH	44870	ERIE	5800387000	1111 DEPOT	48 N DEPOT ST WH	Contal					0	26
268	WILLER, THOMAS MYRON	1432 TAYLOR ST	SANDUSKY	OH	44870	ERIE	5800420000	1432 TAYLOR	23 TAYLOR STREET 33X30	Contal					0	34
269	GOMEZ ETAL, RICHARD A	1227 LAKELAND	SANDUSKY	OH	44870	ERIE	5800420000	1227 TAYLOR	26 TAYLOR ST WH 33X115	Contal					1	463
270	HURON CEMENT PRODUCTS CO INC	617 MAIN STREET	HURON	OH	44839	ERIE	5800556000	2923 VENICE	OL 34 PAR SURV S OF RR ETC 1 301	Contal					0	197
271	FALOR, KENNETH H & MARY ANN	1541 CLINTON STREET	SANDUSKY	OH	44870	ERIE	5800670000	0 CLINTON	146 CLINTON ST OL 33 SE COR 66A OL 34 NE COR EX 66ASTRIP NRR	Contal					0	22
272	TITMAS JR, ROBERT J	3878 WEST SURETY CT	ROCKY RIVER	OH	44116	ERIE	5800710000	0 SR 250	11 N DEPOT STREET WH	Contal					0	22
273	TITMAS JR, ROBERT J	3878 W SURETY CRT	ROCKY RIVER	OH	44116	ERIE	5800711000	0 DEPOT	13 N DEPOT STREET WH	Contal					0	22
274	VASSALLO, PATRICIA ANN	2146 WILSON STREET	SANDUSKY	OH	44870	ERIE	5800760001	0 VENICE	OL 35 W OF MILLS & N OF VENICE 0601A	Contal					0.0661	85
275	GRAY, REBECCA	2144 Aspin Run	Sandusky	OH	44870	ERIE	5800901000	1624 CENTRAL	16 17 N DEPOT STREET WH EX N 24.4	Contal					0	45
276	BILLMAN, THOMAS P & LISA A	913 POLK STREET	SANDUSKY	OH	44870	ERIE	5801041000	0 DEPOT	6 7 B N DEPOT STREET WH	Contal					0	66
277	HODGKINSON, RICHARD R	608 W OSBORNE STREET	SANDUSKY	OH	44870	ERIE	5801040000	1104 HARRISON	98 HARRISON ST WH 42X132	Contal					0	137
278	KAUDMAN ETAL, TRESSA CAROLYN	1109 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5801620000	1109 DEPOT	44 N DEPOT ST WH 25 7X150	Contal					0	26
279	GILBERT, TODD A	221 NORTHWEST ST	BELLEVEUE	OH	44811	ERIE	5801216000	1622 MC DONOUGH	1-5 INCL N DEPOT STREET WH	Contal					0	111
280	TITMAS JR, ROBERT J	3878 WEST SURETY CT	ROCKY RIVER	OH	44116	ERIE	5801221000	0 DEPOT	9 10 N DEPOT STREET WH	Contal					0	44
281	BUTLER, WILLIAM P & DEBORAH E	415 BIRCHWOOD DRIVE	SANDUSKY	OH	44870	ERIE	5801320000	809 DEPOT	33 N DEPOT ST E 1/2 & 34 N DEPOT ST WH	Contal					0	44
282	MC FADDEN, NORMA J & BARBARA J GERARD	1115 N DEPOT ST	SANDUSKY	OH	44870	ERIE	5801511000	1115 DEPOT	49 N DEPOT ST WH 25 7X137	Contal					0	27
283	KING, DENNIS E	1607 CAMP ST	SANDUSKY	OH	44870	ERIE	5801785000	0 CAMP	223 CAMP STREET WH 25 EX SOUTH 10'	Contal					0	158
284	MC DONALD, DEWITT & ELIA P	2143 OLDS ST	SANDUSKY	OH	44870	ERIE	5801792000	1011 DEPOT	41 & 43 N DEPOT STREET WH	Contal					0	77
285	FERGUSON, PATRICIA L	1613 MC DONOUGH ST	SANDUSKY	OH	44870	ERIE	5801793000	0 DEPOT	211 215 MC DONOUGH STREET WH 205 WHOLE EX N 9 8'	Contal					0	121
286	OOAC INC	716 CLARK AVE	ASHLAND	OH	44805	ERIE	5801801000	0 TITEN	W OF MILLS CREEK BETWEEN RR & TITEN AVENUE	Contal					0	275
287	OPF, IRENE R	623 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	5801812000	823 DEPOT	22 23 N DEPOT STREET WH	Contal					0	64
288	PATICH KENNETH A & DONNA M TRUSTEES	2102 JEANETTE DRIVE	SANDUSKY	OH	44870	ERIE	5801846000	1621 CENTRAL	13 14 15 N DEPOT ST WH	Contal					0	68
289	HOFFMAN MARGIE L TRUSTEE	100 MORNINGSIDE DRIVE	PORT CLINTON	OH	43452	ERIE	5801990000	0 VENICE	N OF RD 154 TR 1 NW COR 4013 EPT N OF RD OL 6 EPT S OF RR	Contal					0	305

290	PIDLEY, DEAN H	908 94 ST	SANDUSKY	OH	44870	ERIE	15801992000	1631 TUFEN	1A OF THE 174 TRL W OF MILLS CREEK (2 PCS COMB)	1	2
291	BAHNSEN, FRANK & NANCY	406 W BOGART ROAD	SANDUSKY	OH	44870	ERIE	15802095000	1627 HAYES	35 36 37 38 N DEPOT STREET WH 100A	0	88
292	BAHNSEN, FRANK & NANCY	406 W BOGART ROAD	SANDUSKY	OH	44870	ERIE	15802095000	1621 HAYES	39 N DEPOT STREET WH 125991	0	8
293	SCHIEFFEL, DALE A & CAROL A	1198 TAYLOR STREET	SANDUSKY	OH	44870	ERIE	15802188000	1198 TAYLOR	128 TAYLOR STREET WH 0A22 WYCOR OL23W SDE L34E	0	34
294	SECKMAN, FLORENCE M	2901 VENICE ROAD	SANDUSKY	OH	44870	ERIE	15802246000	2901 VENICE	SDEOL35 NECORW OF TUFEN DAR STRV L08A	1	75
295	SHELDY, DENNIS R & DELORES R	807 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	15802268000	807 DEPOT	30 31 N DEPOT STREET WH 32 EX EAST 16 1/2	0	10
296	HALL, L'YVIANNE M	1604 W TAYLOR STREET	SANDUSKY	OH	44870	ERIE	15802397000	1604 TAYLOR	1131 CLINTON ST E 45 133 CLINTON ST E 45	0	36
297	HALL, L'YVIANNE M	1604 TAYLOR STREET	SANDUSKY	OH	44870	ERIE	15802398000	0 CLINTON	133 CLINTON STREET W 106 35X110	0	112
298	ARGOOD, JUANITA L	817 NORTH DEPOT ST	SANDUSKY	OH	44870	ERIE	15802380000	817 DEPOT	24 25 N DEPOT STREET WH 46 47 N DEPOT STREET WH	0	44
299	MEINERT, PEGGY	1109 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	15802302000	1109 DEPOT	21 N DEPOT STREET WH 20 N DEPOT STREET WH EX 6	0	36
300	TYNNE, ROXIE A	827 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	15802345000	827 DEPOT	OL 23 22 S OF R4 N OF VENICE RD 2.3952A	3	39
301	SCHOOCK, LEASE E	2803 VENICE ROAD	SANDUSKY	OH	44870	ERIE	15802611002	2803 VENICE	PT OF OL3 6 12 13 NORTH OF VENICE ROAD 4.60A	5	523
302	YOST, JOSEPH P & MARTHA ANN TRS	P.O. BOX 896	SANDUSKY	OH	44871-0886	ERIE	15802621000	2609 VENICE	30 TAYLOR STREET WH 43X92	0	34
303	WURZEL, LYLE K ET AL	4235 DUBLIN RD	HILLIARD	OH	43026	ERIE	15802777000	1314 TAYLOR	45A TAYLOR ALLEY 10792	0	26
304	MEINERT, ALZENA M	1107 N DEPOT STREET	SANDUSKY	OH	44870	ERIE	15802821000	1107 DEPOT	32 N DEPOT ST E 16 1/2 33 WEST 1/2	0	28
305	WALDOCK, ARA LOU TRUSTEE	171 SUNSET DRIVE	SANDUSKY	OH	44870	ERIE	15802827000	805 DEPOT	88 N OF VENICE RD & W OF GEORGE ST 1.3751A	1	22
306	LONGER, JAMES N & MARLENE S	123 W OOGONTZ TR	SANDUSKY	OH	44870	ERIE	15802881003	0 GEORGE	20-21-22-23-24 TAYLOR ST WH 55-56-RR R/W SUPERIOR & GEORGE ST 43A	0.344	61
307	L P N INC	P.O. BOX 12	SANDUSKY	OH	44870	ERIE	15802930000	1424 TAYLOR	80 N OF VENICE RD & W OF GEORGE ST 1.1700A	2	32
308	VASSALLO, PATRICIA ANN	2146 WILSON STREET	SANDUSKY	OH	44870	ERIE	15802941002	0 VENERIOR	LOTS 7776-68-57 W OF MILLS CREEK & N OF VENICE RD 2.2656A	0	49
309	LAKE, ALDEN V	857 LAIS ROAD	NORWALK	OH	44857	ERIE	15802949000	0 VENICE	LOT 2 E OF FREMONT AVE & W OF COLD CREEK 2.7A	0.27	46
310	WEISS, E ERIC	3503 VENICE ROAD	SANDUSKY	OH	44870	ERIE	15802951000	0 GEORGE	LOT 2 E OF FREMONT AVE & W OF COLD CREEK 2.7A	0.27	46
311	BROWN, THOMAS L & JUDITH A	11500 GEORGE ST	SANDUSKY	OH	44870	ERIE	15802954001	11500 GEORGE	LOT 2 E OF FREMONT AVE & W OF COLD CREEK 2.7A	0.27	46
312	CITY OF SANDUSKY	222 MEIGS STREET	SANDUSKY	OH	44870	ERIE	15802958000	1630 DEPOT	PT LOTD 36 37 NORTH DEPOT STREET	0	969
313	BISHOP OF TOLEDO				000000	ERIE	15803001000	0 MILLS	MILLS 175A TR. N. OF PERKINS AVE	0	770
314	MARTIN LUCILLE M TRUSTEE	1221 POTOMAC ST NW	WASHINGTON	DC	20007	ERIE	60000248000	0 VENICE	A R/W N OF JOHN MARTIN 2.05A	2	32
315	SMITH, THOMAS L & CAROLYN J	5725 MCCARTNEY ROAD	SANDUSKY	OH	44870	ERIE	60000272000	0 FREMONT	STRIP BETW LOTS 2 & 8 10 CEN COLD CREEK 31A	0.31	26
316	SMITH, THOMAS L & CAROLYN J	5725 MCCARTNEY ROAD	SANDUSKY	OH	44870	ERIE	60000273000	0 FREMONT	2 FREMONT AVE EX 40756 W PT & 12 HURON ST BRT 5 OF RR	0	185
317	Unknown					ERIE	60000314000	0		0	325
318	SMITH, THOMAS LAWRENCE & CAROLYN J	5725 MCCARTNEY RD	SANDUSKY	OH	44870	ERIE	60003560000	0 FREMONT	N OF LOT 2 E OF FREMONT AVE & W OF COLD CREEK 2.7A	0.27	46
319	FRIS, STEVEN D SLESSOR TRUSTEE	165 E WATER ST	SANDUSKY	OH	44870	ERIE	60004645000	3402 BARRETT	24-CA LOT 22 NW CORNER EX ETC 1.2067A	1	66
320	TOFF DARY CO	P.O. BOX 2358	SANDUSKY	OH	44870	ERIE	60005680000	3717 VENICE	50 & 31 N S OF VENICE RD & W OF EDGEWATER AVE 10.995A	11	661
321	DUTCHMAN CO INC	12400 BROADWAY AVENUE	CLEVELAND	OH	44125	ERIE	60005739000	0 BARRETT	LOT 22 LAND S OF PENN CENTRAL R.R. 4.5666A	5	2,379
322	LAKE, ALDEN V	857 LAIS ROAD	NORWALK	OH	44857	ERIE	60005780000	0 VENICE	37 N OF VENICE RD & E OF EDGEWATER 3.445A	0.345	116
323	AMERICAN COLORS INC	P.O. BOX 397	SANDUSKY	OH	44870	ERIE	60005790000	1110 EDGEWATER	32 N OF VENICE RD 10.986A	11	671
324	MARTIN LUCILLE M TRUSTEE	1221 POTOMAC ST NW	WASHINGTON	DC	20007	ERIE	60005940000	0 VENICE	A 51 S OF PENN CEN TR HEYWOOD SUB 111A	3	475
325	R B MFG CO	P O BOX 1029	AKRON	OH	44309	ERIE	60006070003	4101 VENICE	ANNEX 128 NSIDE VENICE 8.4380A	8	355
326	SLATER, DELBERT DEAN & KAREN S TRS	3918 VENICE RD	SANDUSKY	OH	44870-159	ERIE	60006970004	0 VENICE	ANNEX LOTS 28 & 29 NSIDE VENICE 3.4123A	3	225
327	CITY OF SANDUSKY OHIO	222 MEIGS STREET	SANDUSKY	OH	44870	ERIE	60006970006	Venice Rd Sandusky, OH 44870	A-29 N Side Venice Rd 1.1323A	69	69
328	CITY OF SANDUSKY OHIO	222 MEIGS STREET	SANDUSKY	OH	44870	ERIE	60006970007	Venice Rd Sandusky, OH 44870	A-27 & 28 N Side Venice Rd 3.3188A	233	233
329	CITY OF SANDUSKY OHIO	222 MEIGS STREET	SANDUSKY	OH	44870	ERIE	60006970000	Venice Rd Sandusky, OH 44870	A-25 & 26 N Side Venice Rd 20.1227A	482	482
330	Unknown					ERIE				0	106
331	Unknown					ERIE				0	310
332	Unknown					ERIE				0	643
333	Unknown					ERIE				0	626

334	Unborn					ERLE			0		Control							58
335	Unborn					ERLE			0		Control							54
336	Unborn					ERLE			0		Control							71
337	Unborn					ERLE			0		Control							312
338	Unborn					ERLE			0		Control							655
339	Unborn					ERLE			0		Control							169
340	Unborn					ERLE			0		Control							1,759
341	Unborn					ERLE			0		Control							646
342	Unborn					ERLE			0		Control							112
343	Unborn					ERLE			0		Control							594
344	Unborn					ERLE			0		Control							3,034
345	Unborn					ERLE			0		Control							833
346	Unborn					ERLE			0		Control							115
347	Unborn					ERLE			0		Control							1,074
348	Unborn					ERLE			0		Control							110
349	Unborn					ERLE			0		Control							459
350	Unborn					ERLE			0		Control							230
351	Unborn					ERLE			0		Control							83
352	Unborn					ERLE			0		Control							166
353	Unborn					ERLE			0		Control							353
354	Unborn					ERLE			0		Control							840
355	Unborn					ERLE			0		Control							316
356	Unborn					ERLE			0		Control							1,098
357	Unborn					ERLE			0		Control							1,332
358	Unborn					ERLE			0		Control							304
359	Unborn					ERLE			0		Control							

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

_____	)	
IN RE:	)	
	)	
AT&T FIBER OPTIC CABLE	)	
INSTALLATION LITIGATION	)	CAUSE NO. 1:99-ML-9313-DFH-TAB
_____	)	MDL DOCKET NO. 1313
	)	
THIS DOCUMENT RELATES TO:	)	(OHIO ACTIVE LINES –
1:00-cv-01293-DFH-TAB (Kale)	)	_____ COUNTY)
_____	)	

AFFIDAVIT IN AID OF TITLE RELATED TO THE _____ LINES

1. I am _____, and I am knowledgeable of the facts stated in this Affidavit in Aid of Title and am competent to testify in open court concerning those facts.

2. This Affidavit in Aid of Title is executed pursuant to Ohio Revised Code §5301.252.

3. This Affidavit in Aid of Title relates to the _____ lines ("Original Lines"), as well as the following successor lines: _____ ("Successor Lines"), and this Affidavit of Title is to be recorded in the Land Records and indexed in the individual names of Original Lines and the Successor Lines.

4. This Affidavit of Title does not affect any Railroad's interest in any property.

5. On January 2, 2003, counsel for AT&T (AT&T Corp. and AT&T Communications - East, Inc. (formerly AT&T Communications, Inc.)) and Class Counsel executed that Certain Ohio "Telecommunication Cable"/Railroad Corridor Class Settlement Agreement, providing AT&T, among other things, an easement running along certain railroad corridors in Ohio (the "Settlement Agreement"). On January 8, 2003, the Court entered an Order conditionally approving the Settlement Agreement. On October 6, 2003, this Court executed a

Final Order and Judgment in these proceedings approving that settlement (the "Final Order and Judgment"), which was entered on October 7, 2003 and conformed *nunc pro tunc* on December 2, 2003.

6. In paragraph 8 of the Final Order and Judgment, the Court granted AT&T a sixteen and one half (16 1/2) foot wide easement, consistent with Paragraph VI.A.1 of the Settlement Agreement, for telecommunications purposes through the Settlement Corridor (as defined in the Settlement Agreement) vis-à-vis all Current Landowners (as defined in the Settlement Agreement) and their respective successors in interest. Under Paragraph VI.A.1. of the Settlement Agreement, this permanent telecommunications easement gives AT&T the right to operate, maintain, upgrade and expand its existing cable, as well as to install new conduits and fiber or replacement technology within the easement and shall permit unrestricted use, licensing and assignment of such facilities, which have been or may be constructed, installed, or acquired by AT&T for its primary use.

7. Additionally, a Supplemental Final Order and Judgment was executed on _____, 2006, which specifies every parcel of land affected by the easements in the State of Ohio, has been filed in the _____ County judgment records for reference.

8. For identification purposes, maps of the Settlement Corridor within _____ County have been attached as Exhibit A. Additionally, written descriptions of the Settlement Corridor within _____ County have been attached as Exhibit B.

9. Paragraph VI.A.1. of the Settlement Agreement states that the permanent telecommunications easement does not address the real property rights between railroad companies and Class Members. AT&T's rights hereunder shall be subject to all pre-existing uses and pre-existing rights of use of Class Members' land, except that no utility,

telecommunications, or similar cable facilities, or equipment shall be installed within five feet on either side of AT&T's Telecommunications Cable System.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information is true and correct.

Dated: _____

Signed

Printed



UNITED STATES DISTRICT COURT

Southern District of Indiana

I, the undersigned Clerk of the Court, do hereby certify that this is a true, correct and full copy of the original Supplemental Final Order and Judgment on file in my custody.

Cause No. 11-99-ML-9313-DFH-TAB

Dated: December 5, 2006

Laura A. Briggs, Clerk

by Debra W. Hernandez Deputy Clerk

4 of pages (text)

23 of pages (exhibits)

EXHIBIT OF

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this 21 day of February, 2012, by and between ***BARNES NURSERY, INC.**, an Ohio corporation ("Grantor"), and **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation ("Grantee"). *Barnes Nursery and Garden Center, Inc. NKA

RECITALS:

WHEREAS, Grantor is the fee owner of certain real property located in Erie County, Ohio, legally described on **Exhibit A**, which is attached hereto and incorporated herein by this reference (the "Grantor Property"); and

WHEREAS, Grantee is, on this date, acquiring from Grantor the fee interest in certain real property located in Erie County, Ohio, legally described on **Exhibit B**, which is attached hereto and incorporated herein by this reference (the "Grantee Property"); and

WHEREAS, Grantor and Grantee desire to enter into this Agreement to create an access easement in favor of the Grantee Property and Grantee over a portion of the Grantor Property, all as more fully described in this Agreement, and Grantor and Grantee desire to set forth in writing the terms of their agreement with respect to this access easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
2. Grantor grants to Grantee a perpetual easement for vehicular and pedestrian ingress and egress to the Grantee Property over and across a portion of the Grantor Property, which is legally described in **Exhibit C**, which is attached hereto and incorporated herein by this reference (the "Access Easement"), which Access Easement shall be subject to the terms and conditions of this Agreement.

HARTUNG TITLE ORDER # E2015889

3. The Access Easement shall be perpetual, and shall be appurtenant to the Grantee Property.

4. The Access Easement shall run with the Grantor Property and the Grantee Property and shall bind and inure to the benefit of the heirs, personal representatives, and successors in title to Grantor and Grantee and to the future owners of all or any portion of the Grantor Property or the Grantee Property.

5. The Access Easement shall be solely for ingress and egress, and neither party shall obstruct the area of the Access Easement.

6. Grantee shall have the right to construct a driveway in the area of the Access Easement, and in the event that such a driveway is constructed, Grantee shall be solely responsible for construction, maintenance and repair of said driveway. Grantee shall provide Grantor at least 120 days advance written notice prior to commencing construction of said driveway.

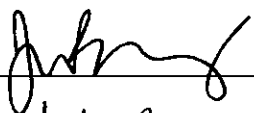
7. In the event of any breach of this Agreement by either party or any successor in interest to either Grantor or Grantee, the aggrieved party shall have all rights and remedies available at law or in equity, including the right to enforce this Agreement by specific performance.

8. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first above written.

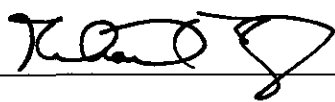
GRANTOR

BARNES NURSERY, INC., an Ohio corporation

By: 
Name: Julie Barnes Foster
Title: Secy / treas

GRANTEE:

THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation

By: 
Name: Michael C. Zender
Title: Senior Counsel

STATE OF OHIO)
) ss.
 COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 27 day of February, 2012, by Julie B. Foster the Secretary/Treasurer of Barnes Nursery, Inc., an Ohio corporation, on behalf of the corporation.

Notarial Stamp or Seal



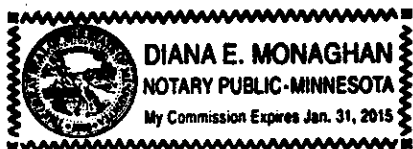
SALLY A. CROW
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
JANUARY 25, 2014

Sally A. Crow
 Signature of Person Taking Acknowledgment

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of February, 2012, by Michael C. Zender the Senior Counsel of The Trust for Public Land, a nonprofit California public benefit corporation, on behalf of the corporation.

Notarial Stamp or Seal



Diana E. Monaghan
 Signature of Person Taking Acknowledgment

CONSENT TO EASEMENT:

The Citizens Banking Company, as Mortgagee under that certain Mortgage dated 1/17/2008 *, and recorded 1/18/2008 *, as Document No. ** , *, in the real estate records of Erie County, Ohio, hereby consents to the foregoing Easement Agreement.

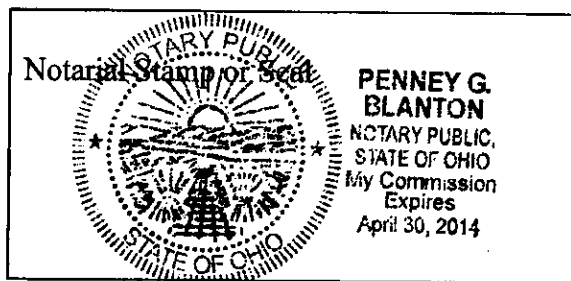
**RN200800480

*and also Mortgage dated 3/18/2010
and recorded 3/26/2010
as Document No. RN201001990

By: Richard C. Finneran Jr
Name: RICHARD C. FINNERAN JR.
Title: VICE PRESIDENT
Date: 2/23/12

STATE OF Ohio)
) ss.
COUNTY OF Erie)

The foregoing instrument was acknowledged before me this 23rd day of February, 2012 by Richard C. Finneran the Vice President of The Citizens Banking Company a _____, on behalf of the _____.



Penney G. Blanton
Signature of Person Taking Acknowledgment

THIS INSTRUMENT DRAFTED BY:

THE TRUST FOR PUBLIC LAND (MZ)
2610 University Avenue, Suite 300
St. Paul, MN 55114
Telephone: (651) 999-5319

EXHIBIT A

Legal Description of Grantor Property

The following real property in the County of Erie, State of Ohio, legally described as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 26, 27, 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Deed Volume 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 89 degrees 57 minutes 20 seconds East, 1087.61 feet to a 5/8 inch iron pin with cap set in the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said 4 Seasons Estates Subdivision and the westerly line of a parcel of land conveyed to Robert L. and Joan M. Tracht by Volume 373, Page 396 Erie County Deed Records, 1252.46 feet passing over a 5/8 inch iron pin with cap set at its intersection with the northerly line of said S.R. 6, a total distance of 1298.36 feet to its intersection with the centerline of said S.R. 6;

Thence North 60 degrees 40 minutes 10 seconds West along the centerline of said S.R. 6, 206.61 feet to a point of curvature therein;

Thence northwesterly along the centerline of said S.R. 6, 241.44 feet along the arc of a curve deflecting the left to a point of tangency therein, said curve having a radius of 2455.65 feet and a chord which bears North 63 degrees 29 minutes 10 seconds West, 241.34 feet;

Thence North 66 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 278.82 feet to the place of beginning and containing 1,164,437 square feet or 26.7318 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

EXHIBIT B

Legal Description of Grantee Property

The following real property located in the County of Erie, State of Ohio, legally described as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 28 and 29 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Deed Volume 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof, said point being the principal place of beginning of the parcel herein described:

Thence North 87 degrees 12 minutes 32 seconds West along the northerly line of said parcel of land conveyed to Jeffry C. Hessler, 280.28 feet to its intersection with the easterly line of a parcel of land conveyed to Erie Metroparks by RN 200600702 from which point a 1 inch iron pipe found bears South 87 degrees 12 minutes 32 seconds East, 0.10 feet;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Erie Metroparks, 2355.52 feet passing over a 3/8 inch iron pin found, a total distance of 2717.27 feet to its intersection with the southerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Volume 477, Page 516 Erie County Deed Records;

Thence South 72 degrees 59 minutes 02 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 767.08 feet to an angle point therein;

Thence South 87 degrees 08 minutes 44 seconds East along the southerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources, 668.20 feet to its intersection with the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Volume 568, Page 433 Erie County Deed Records;

Thence South 00 degrees 02 minutes 40 seconds East along the westerly line of said parcel of land conveyed to State of Ohio Department of Natural Resources and the westerly line of a parcel of land conveyed to State of Ohio Department of Natural Resources by Deed Volume 005, Page 885 Official Records Erie County and the westerly line of 4 Seasons Estates Subdivision as recorded by Plat Volume 35, Page 90 and Volume 41, Page 75 Erie County Map Records, 952.47 feet passing over a 5/8 inch iron pin with cap set, a total distance of 2171.47 feet to a 5/8 inch iron pin with cap set therein;

Thence South 89 degrees 57 minutes 20 seconds West, 1087.61 feet to a 5/8 inch iron pin with cap set;

Thence South 00 degrees 21 minutes 20 seconds East, 301.78 feet to a 5/8 inch iron pin with cap set;

Thence North 87 degrees 12 minutes 32 seconds West, 20.03 feet to the principal place of beginning and containing 3,232,314 square feet or 74.2037 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

EXHIBIT C

Legal Description of Access Easement

The following real property located in the County of Erie, State of Ohio, legally described as follows:

Situated in Huron Township, County of Erie and State of Ohio and known as being part of Original Huron Township Lots 27 and 28 and bounded and described as follows:

Beginning at the intersection of the centerline of Camp Road and the original centerline of Cleveland-Sandusky Road which is also S.R. 6 from which point a 1 inch monument found on the centerline of said Camp Road bears South 00 degrees 02 minutes 39 seconds East, 167.84 feet;

Thence North 86 degrees 18 minutes 10 seconds West along the said centerline of S.R. 6, 432.23 feet to its intersection with the easterly line of a parcel of land conveyed to Barnes Roses, Inc. by Volume 547, Page 764 Erie County Deed Records, said point being the principal place of beginning of the parcel herein described:

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Barnes Roses, Inc., 36.03 feet to its intersection with the northerly line of said S.R. 6;

Thence North 77 degrees 58 minutes 40 seconds West along the northerly line of said S.R. 6, 17.06 feet to an angle point therein;

Thence North 56 degrees 46 minutes 10 seconds West along the northerly line of said S.R. 6, 4.00 feet to a 5/8 inch iron pin with cap set at its intersection with the easterly line of a parcel of land conveyed to Wayne L. Smith by RN 200302894;

Thence North 00 degrees 21 minutes 20 seconds West along the easterly line of said parcel of land conveyed to Wayne L. Smith and the easterly line of a parcel of land conveyed to Jeffry C. Hessler by Deed Volume 239, Page 463 Official Records Erie County, 606.08 feet to a 5/8 inch iron pin with cap set at the Northeast corner thereof;

Thence South 87 degrees 12 minutes 32 seconds East, 20.03 feet to a 5/8 inch iron pin with cap set;

Thence North 00 degrees 21 minutes 20 seconds West, 100.15 feet to a point;

Thence South 87 degrees 12 minutes 32 seconds East, 80.12 feet to a point;

Thence South 00 degrees 21 minutes 20 seconds East, 748.30 feet to its intersection with the centerline of said S.R. 6;

Thence North 86 degrees 18 minutes 10 seconds West along the centerline of said S.R. 6, 80.20 feet to the principal place of beginning and containing 71,994 square feet or 1.6528 acres of land according to a survey by John M. Zaranec, Jr. P.S. 7126 for Zaranec Surveying Co. dated August 01, 2011.

Entity#: 217082
Filing Type: CORPORATION FOR PROFIT
Original Filing Date: 03/03/1950
Location: HURON
Business Name: BARNES NURSERY, INC.

Status: Active
Exp. Date: -

Agent/Registrant Information

JULIE BARNES FOSTER
202 BUCYRUS AVE
HURON OH 44839
10/27/2014
Active

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/FOR PROFIT	03/03/1950	C207_1264
DOMESTIC/AMENDMENT TO ARTICLES	09/15/1971	B762_2190
DOMESTIC/AMENDED RESTATED ARTICLES	09/15/1992	H444_0037
DOMESTIC CONTINUED EXISTENCE LETTER	09/09/1993	000000184645
DOMESTIC CONTINUED EXISTENCE	10/13/1993	000000184646
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	02/09/1995	5079_0992
AGENT NAME/ADDRESS TAX UPDATE	01/08/1999	AGNTUPDT
AGENT NAME/ADDRESS TAX UPDATE	02/01/1999	AGNTUPDT
AGENT NAME/ADDRESS TAX UPDATE	04/07/1999	AGNTUPDT
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	10/27/2014	201430001699

Prior Business Names

Prior Business Name	Effective Date
BARNES' ROSES, INC.	09/15/1971
BARNES' NURSERY & GARDEN CENTER, INC.	09/15/1992

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 2nd of January, A.D. 2024

Ohio Secretary of State

A handwritten signature in blue ink, reading "Frank LaRose".

Articles of Incorporation

-OF-

BARNES! ROSES, INC.
(Name of Corporation)

The undersigned, a majority of whom are citizens of the United States, desiring to form a corporation for profit, under the General Corporation Act of Ohio, do hereby certify:

FIRST. The name of said corporation shall be BARNES! ROSES, INC.

SECOND. The place in Ohio where its principal office is to be located is

Routes 2 & 6, Huron Erie County.
(City, Village or Township)

THIRD. The purpose or purposes for which it is formed are:

To engage in the general floral and horticulture business, including the right to buy and sell at wholesale and retail, and including the right to manufacture, purchase, lease or otherwise acquire and hold, own, mortgage, purchase, sell, transfer, or in any manner dispose of and to deal in goods, wares and merchandise, and to purchase, take, own, or mortgage, or otherwise lien, and to lease, sell, exchange, transfer, or in any manner whatsoever dispose of real property situated within or without the State of Ohio which may in any way be incidental to the purpose of the corporation, and to carry on any other business which the corporation may deem convenient or which may render profitable any of said Company's properties or rights and the doing of all things necessary and incidental to the business of the Corporation.

FOURTH. The number of shares which the corporation is authorized to have outstanding is Three Hundred Fifty (350), all of which shall be without par value.

FIFTH. The amount of capital with which the corporation will begin business is Thirty-five Thousand Dollars (\$35,000.00).

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 11th day of March, 1951.

G. L. Barnes

H. A. Barnes

Donald J. Barnes

C207 1265

Original Appointment of Agent

(Section 8623-129, G. C. O.)

KNOW ALL MEN BY THESE PRESENTS, That G. L. Barnes
(Name of agent)
 of Routes 2 & 6, Huron, in Erie
(Street or Avenue) (City or town)
Erie County, Ohio, a natural person and resident
 of said county, being the county in which the principal office of
BARNES' ROSES, INC. is located, is hereby appointed as the person on
(Name of corporation)
 whom process, tax notices and demands against said BARNES' ROSES, INC.
(Name of corporation)
 may be served.

BARNES' ROSES, INC.
(Name of corporation)

G. L. Barnes
H. A. Barnes
Donald J. Barnes
(Majority of Incorporators)

Columbus, Ohio,

March 3, 1950

BARNES' ROSES, INC.
(Name of corporation)

Gentlemen: I hereby accept the appointment as the representative of your company upon whom process, tax notices, or demands may be served

G. L. Barnes
(Agent)

State of Ohio,

County of Franklin, ss:

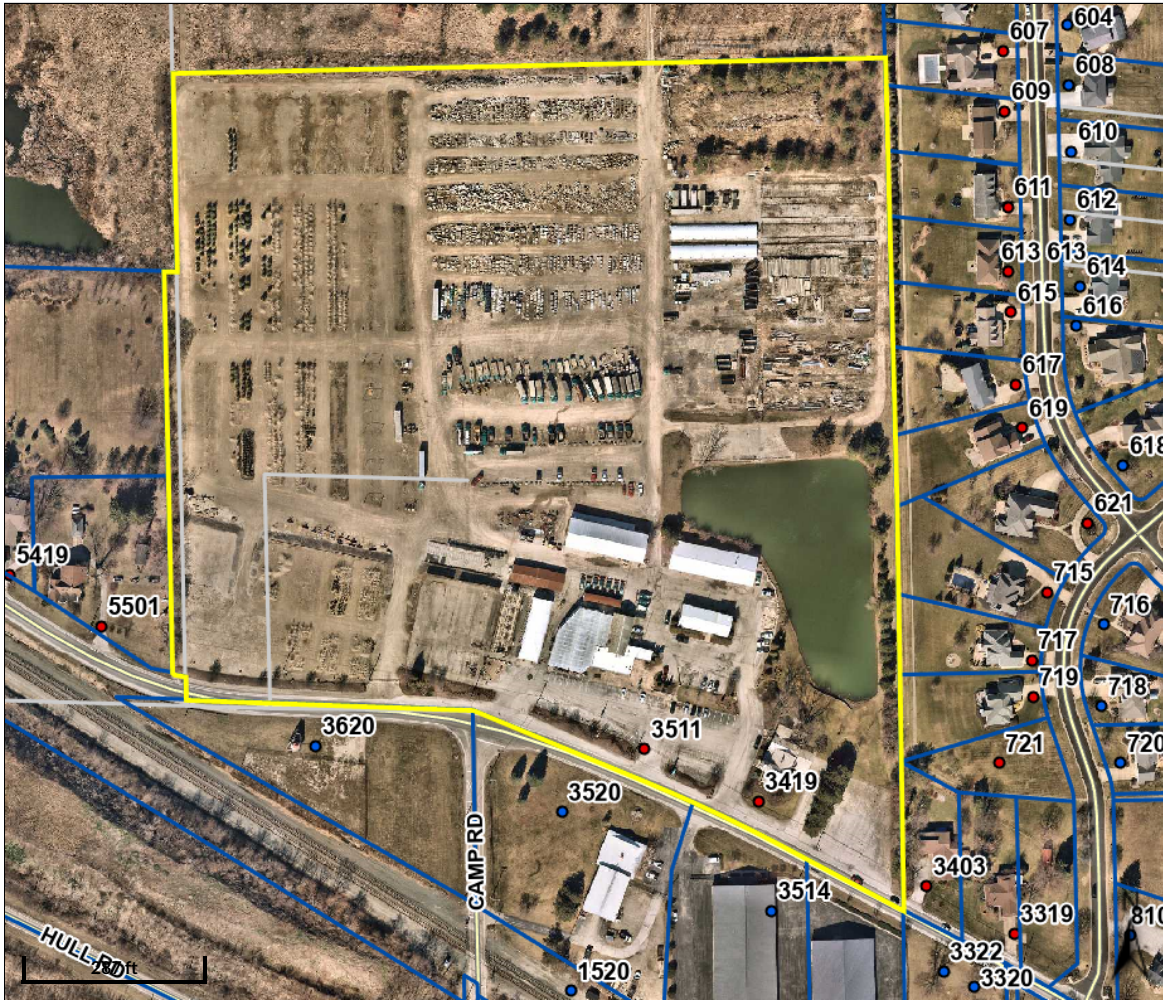
Personally appeared before me, the undersigned, a Notary Public in and for said County, this third day of March, 1950, the above named G. L. Barnes who acknowledged the signing of the foregoing to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year last aforesaid.

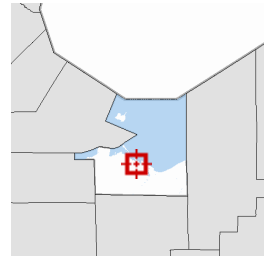
Pauline N. Barnes

Notary Public in and for

Franklin County, Ohio.



Overview



Legend

- Parcels
- Parcel Dimensions
- Parcel Dimensions (Original)
- Lot Lines
- Lot Line Labels
- Streets
- Addresses
 - 0
 - 1
 - <all other values>

Parcel ID	39-00041.500	Acreage	4.5	Last 2 Sales	Date	Price	Vol/Page
Owner	BARNES NURSERY INC (Owner Address)			2/28/2012			
	BARNES NURSERY INC (Tax Payer Address)			1/1/1987			
Property Address	3511 CLEVELAND HURON						

Date created: 11/22/2023

Last Data Uploaded: 11/22/2023 3:18:03 AM

Developed by Schneider
GEOSPATIAL

Summary

Parcel Number **39-00041.500**
Map Number 40571
Location Address 3511 CLEVELAND
Legal Acres 4.5000
Legal Description 22-6-3 LOT 26 N OF CLEVELAND RD 4.5A
(Note: Not to be used on legal documents.)
Neighborhood 43903-HURON TWP. SR6 TO RYE BEACH
Tax District 39-HURON TOWNSHIP - HURON CSD
School District HURON CSD
Homestead Reduction NO
Owner Occupancy Credit NO
Foreclosure NO
Land Use 499-OTHER COMMERCIAL STRUCTURES
(Note: Land Use is for valuation purposes only. Consult the local jurisdiction for zoning and legal use.)

[Download Land Use descriptions](#)

Notes

Map Number: 011
Personal Property District: 22-0120

Owner Address
[BARNES NURSERY INC](#)
3511 CLEVELAND RD W
HURON OH 44839

Tax Payer Address
[BARNES NURSERY INC](#)
3511 CLEVELAND RD W
HURON OH 44839

Land

Land Type	Calculated Acres	Actual Frontage	Effective Frontage	Depth	Depth Factor	Unit Rate	Appraised Value (100%)
P1-PRIMARY	1.13	0	0	0	100%	30000	\$33,900
RD-ROAD	0.05	0	0	0	100%	0	\$0
S2-SECONDARY	3.32	0	0	0	100%	15000	\$49,800
Total	4.5000						\$83,700

Buildings

Card 7

Line	Description	Area	Appraised Value (100%)
1	EFP-ENCLOSED FR PORCH	36	\$1,080

Improvements

Card 2

Description	Dimensions	Area	Year Built	Appraised Value (100%)
RFSHEL-ROOF / PICNIC SHELTER	14 x 6	84	1980	\$150
PAVING ASPHALT-PAVING: ASPHALT		26000	1970	\$6,630
Total				\$6,780

Appraised Value

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$83,700	\$83,700	\$83,700	\$83,700	\$83,700
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$236,460	\$236,460	\$218,400	\$218,400	\$218,400
Total Value (Appraised 100%)	\$320,160	\$320,160	\$302,100	\$302,100	\$302,100

Taxable Value (35% of Appraised Value)

If the value information is unavailable or does not display, it may be due to this being a new parcel and the information will be available in a future year. If you have questions please contact the Erie County Auditor's Office by email at ecao@eriecounty.oh.gov or by phone at (419) 627-7746.

Assessed Year	2022	2021	2020	2019	2018
Land Value	\$29,300	\$29,300	\$29,300	\$29,300	\$29,300
CAUV Value	\$0	\$0	\$0	\$0	\$0
Improvements Value	\$82,760	\$82,760	\$76,440	\$76,440	\$76,440
Total Value (Assessed 35%)	\$112,060	\$112,060	\$105,740	\$105,740	\$105,740

Tax Year
(click for detail)

2022 Pay 2023

Prior Charges	Full Year Total	Payments	Uncollectable	Half Year Due	Full Year Due
\$0.00	\$6,520.06	\$6,520.06		\$0.00	\$0.00

2022 Pay 2023 Tax Details

	1st Half	2nd Half	Total
Gross Charge:	\$5,176.66	\$5,176.66	\$10,353.32
Reduction Factor:	(\$1,916.63)	(\$1,916.63)	(\$3,833.26)
Non Business Credit:	\$0.00	\$0.00	\$0.00
Owner Occupancy Credit:	\$0.00	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00	\$0.00
Total RE Taxes:	\$3,260.03	\$3,260.03	\$6,520.06
Special Assessments:	\$0.00	\$0.00	\$0.00
Penalties:	\$0.00		
Interest:	\$0.00		
Delinquent:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$3,260.03	\$3,260.03	\$6,520.06
Net Paid:	(\$3,260.03)	(\$3,260.03)	(\$6,520.06)
Surplus:	\$0.00	\$0.00	\$0.00
Refunded:	\$0.00	\$0.00	\$0.00
Uncollectable:	\$0.00	\$0.00	\$0.00
Net Due:	\$0.00	\$0.00	\$0.00

2021 Pay 2022

\$0.00	\$6,693.82	\$6,693.82		\$0.00	\$0.00
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2020 Pay 2021

\$0.00	\$6,396.80	\$6,396.80		\$0.00	\$0.00
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For tax bills and related information, please visit the Erie County Treasurer's website by [clicking here](#)

Payments

Payment Date	Amount Paid
6/27/2023	\$3,260.03
2/13/2023	\$3,260.03
6/28/2022	\$0.00
6/28/2022	\$3,346.91
2/9/2022	\$3,346.91
6/29/2021	\$3,117.40
2/19/2021	\$3,279.40
7/8/2020	\$3,289.85
2/11/2020	\$3,289.85
7/11/2019	\$3,320.04
2/6/2019	\$3,320.04
7/10/2018	\$3,337.64
2/7/2018	\$3,337.64
7/13/2017	\$3,309.53
2/8/2017	\$3,309.53
7/7/2016	\$3,280.61
2/10/2016	\$3,280.61

Sales

Sale Date	Sale Price	Seller	Buyer	No. of Properties
2/28/2012	\$0	BARNES NURSERY & GARDEN C	BARNES NURSERY INC	1
1/1/1987	\$0	UNKNOWN	BARNES NURSERY & GARDEN C	1

Recent Sales In Area

Sale date range:

From: 11/22/2020 To: 11/22/2023

Sales by Neighborhood

1500

Feet



Sales by Distance

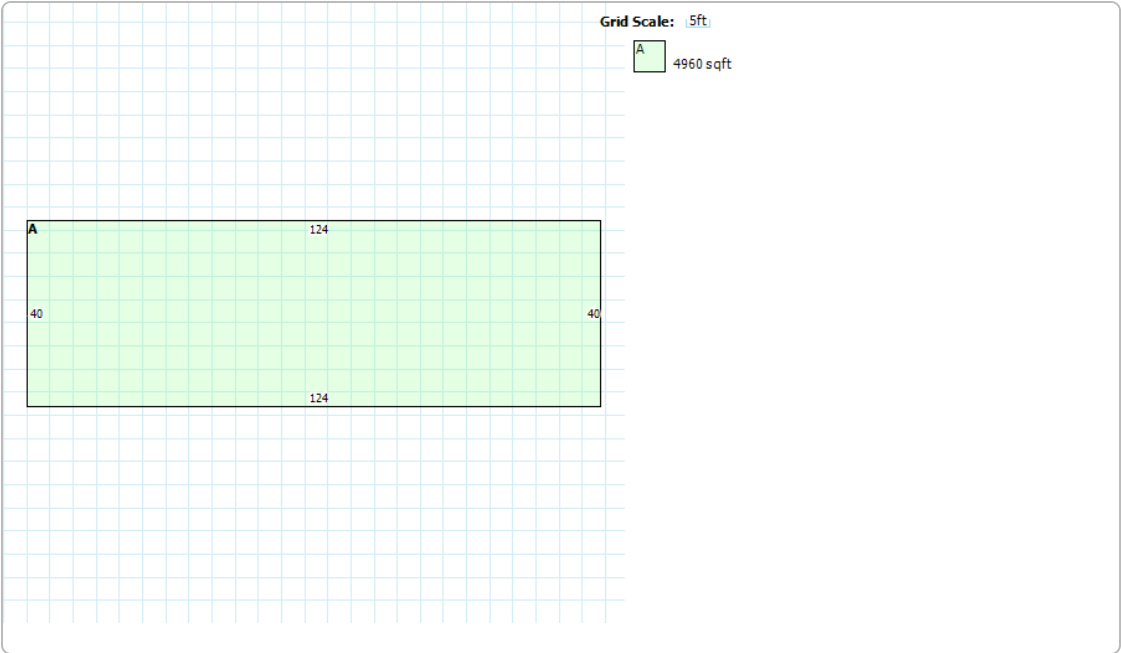
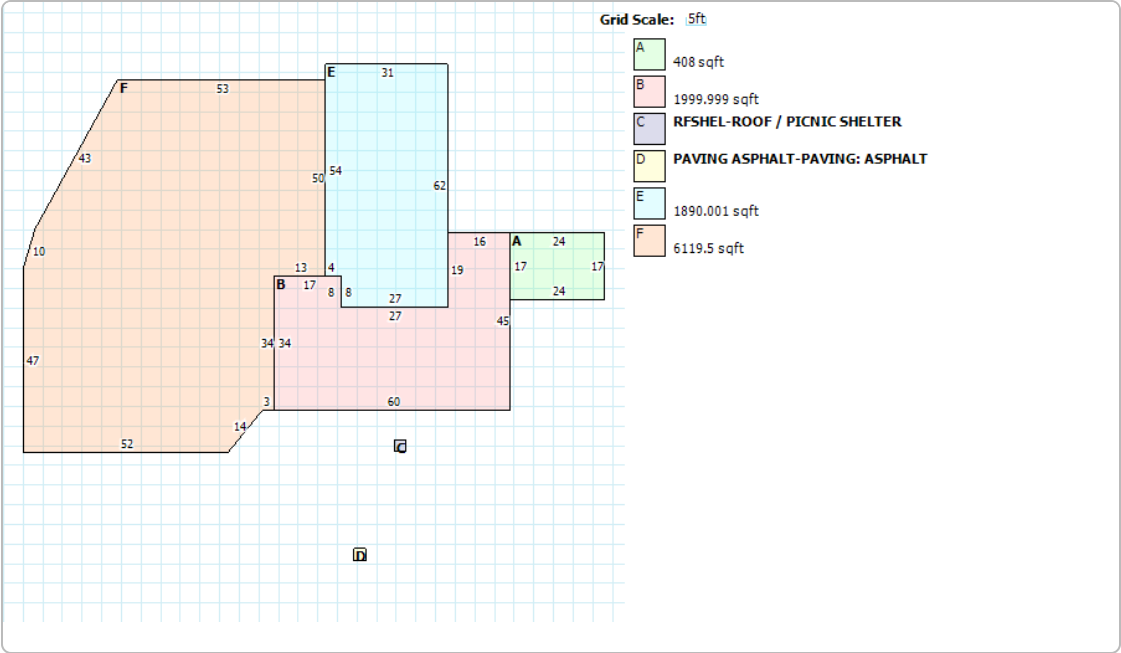
Historical Grand List

[Browse all Erie County Historical Grand List Documents](#)

39-00041.500 (PDF)

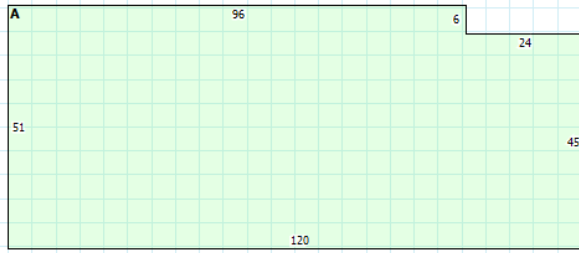
Sketches

Note: Sketch items labeled O1 through O9 are **Other Improvements** and more detail about these items can be found under the **Improvements** tab.
Click [HERE](#) for Sketch Codes and Descriptions



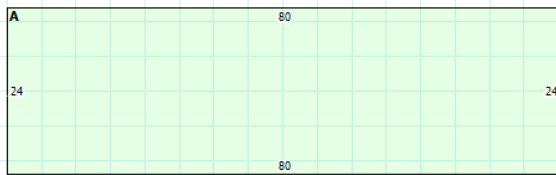
Grid Scale: 5ft

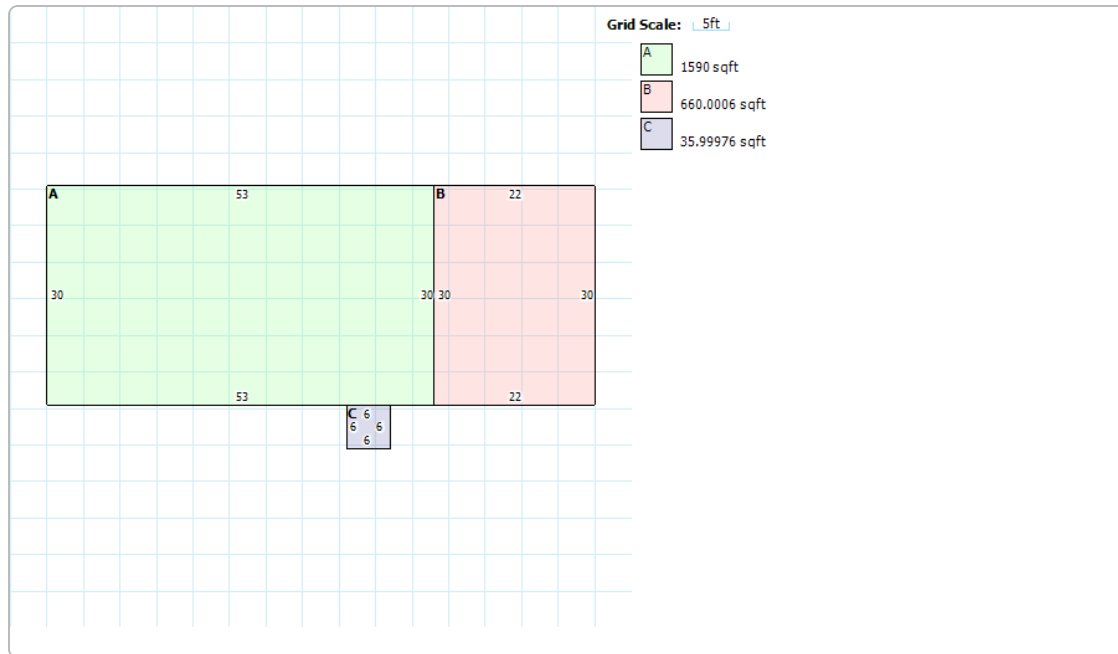
A 5976 sqft



Grid Scale: 5ft

A 1920 sqft





Map



Property Card

Property Card

No data available for the following modules: Dwellings, Additions, Ag Soil, Special Assessments, Photos.

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 Schneider
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