

One Acre Corner Lot for SALE

Excellent Investment Opportunity in Branson



TBD Terrace Parkway Branson, MO 65616

Phenomenal opportunity to own commercial acreage in Branson MO. Prime location at the entrance of the Welk Resort Entertainment Complex and across the street from Point Royale. High Traffic counts and visibility make this space ideal for a restaurant, retail center, etc. Located just minutes from the Branson Strip and Theatre District.

- Corner Lot
- \$150,000.00
- Prime Location
- Excellent Visibility
- High Traffic Area
- MLS # 60192600

* Offered By: **Chris Vinton**



Vinton Commercial Realty
1017 W Main St Hwy 76
Branson Missouri 65616
www.VintonRealty.com

Mobile: 417.861.6314
Phone: 417.334.9400
chris@vintonrealty.com

VINTON
COMMERCIAL REALTY



60192600	Land/Lots	Commercial Lot(s)	Active
County: Taney Subdivision: N/A Lake/River/Creek: None Property Type: Land/Lots Agreement Type: Exclusive Right To Sell Waterfront/View: None Elementary School: Branson Cedar Ridge High School: Branson Middle School: Branson		List Price: 150,000 List Price/Acre: 145,631.07 Sign on Property: Yes Aprx Lot Size (Acres): 1.03 Inside City Limits: No Foreclosure/Short Sale: No Garage/Carport: No	

Directions: Take Hwy 76 to Hwy 165. Go south towards Table Rock Lake to Welk Resort on your right.

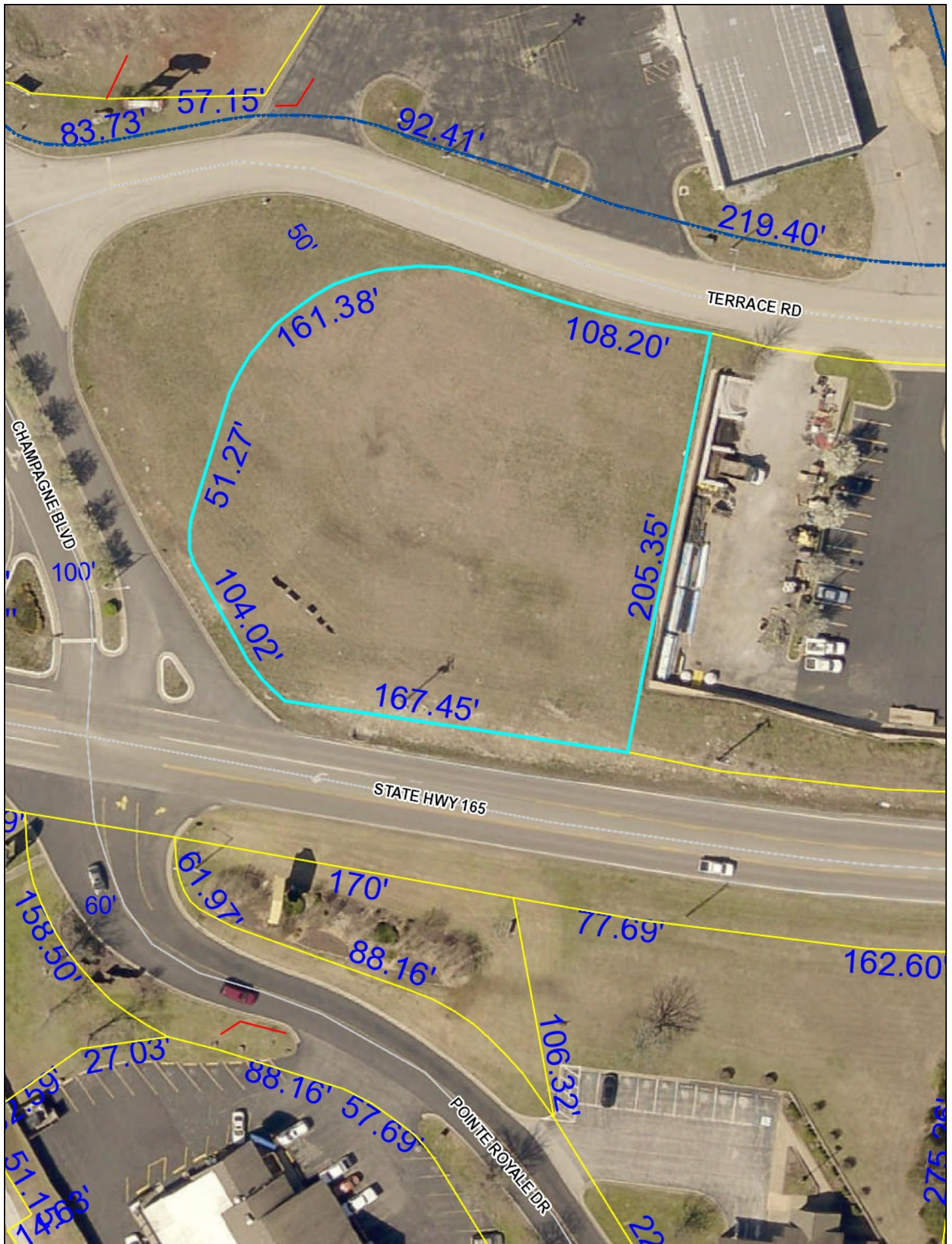
Legal Description: TERRACE PARKWAY PT TR 6; CITY OF BRANSON Legal on Title shall Govern.

Marketing Remarks: Great corner location on the entrance to the Welk Resort Entertainment Complex and across the street from Pointe Royale. Excellent opportunity for development in high traffic area. This is the perfect location for a restaurant, strip mall, or retail business. **Information contained in this listing has been obtained through third party sources deemed reliable. Listing Broker assumes no responsibility for its accuracy and Buyer shall independently confirm any information set forth above.

Details	Dock Information	Tax & Legal
HOA: No Easements/Restrictns: Land Use Permits; Mobile Home Restrictions; Right of 1st Refusal; Subdivision Fencing: None Lot: Corner Utilities: Electricity; Sewer - City; Water - Public	Outbuilding: None Possession: At Closing Road Frontage: City; Access - 2 Lane Road Maintenance: City Surface Water: None Section: 14 Township: 22 Range: 22 Topography: Level View: Mountain; Panoramic Will Sell: Cash	Real Estate Tax: 1,600 RE Tax Provided By: Assessor Records Tax ID: 18-6.0-14-003-001-010.000 Tax Year: 2020 Transaction Type: Sale

Presented by Christopher Vinton Vinton Commercial Realty 1017 W. Main Hwy 76 Branson, MO 65616 Office Phone: 417-334-9400 Agent Phone: 417-861-6314 chris@vintonrealty.com http://www.VintonRealty.com 2003020919	Property Sub-Type: Commercial Lot(s) Sign on Property: Yes	Begin Date: 06/09/2021
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For more information contact Vinton Commercial Realty 417.334.9400 chris@vintonrealty.com www.VintonRealty.com

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Below are the restrictions on this site:

Use of Excluded Assets. With respect to each real property asset identified on Exhibit C (the “**Excluded Assets**”), Restricted Party agrees that (x) in no event shall such Excluded Asset be used, or permitted to be used, for any Prohibited Uses and (y) any sale or other transfer, lease or license of any such Excluded Asset shall provide for the unqualified application of the restrictions set forth in this Section 3.5 to any and all transferees, lessees or licensees and subsequent transferees, lessees or licensees thereof. For the avoidance of doubt, nothing in this Section 3.5 shall prohibit (x) the construction of improvements on such Excluded Asset for uses that are not otherwise prohibited by this Section 3.5 and that shall not violate any of the foregoing restrictions if the construction is being performed in accordance with applicable Law or (y) the operation or use of such Excluded Asset (A) as a whole-ownership condominium, apartment complex, hotel or combination thereof so long as no part thereof is used as a vacation club, timeshare or fractional development or (B) for a commercial use not otherwise prohibited hereunder, in each case that does not otherwise violate any of the foregoing restrictions. As used herein, “**Prohibited Uses**” means any of the following:

- (a) the construction, development, marketing, offering or sale of any time share interests or any other form of vacation ownership plan, timeshare plan, fractional plan, exchange program or club, travel or vacation club of any kind;
- (b) any adult entertainment facility, including, but not limited to, an adult bookstore, adult video store, nude or semi-nude entertainment facility, massage parlor, strip show, lingerie exhibition or shop, establishment for the sale, rental, display, viewing or exhibition of pornographic or “adult only” materials (including, without limitation, magazines, books, movies, videos and photographs), so called “gentlemen’s” club or facility, any establishment for the sale of recreational drugs or items or paraphernalia that are intended to be or are commonly and primarily utilized in connection with the use of recreational or illegal drugs, or any liquor store or other commercial seller of alcohol;
- (c) off-track betting, bingo or other gaming (on-site or via internet or other electronic access) establishment;
- (d) a flea market or second-hand store;
- (e) any use which is a public or private nuisance which could reasonably be expected to have a material adverse impact on the operation or value of any Project that is operating on adjacent properties (an “**Adjacent Project**”) or the use and enjoyment of an Adjacent Project and the amenities thereof;
- (f) any use which produces noise or sound that (i) violates any applicable Law with respect thereto, (ii) is reasonably objectionable due to intermittence, beat, [\BA - 753919/000001 - 872704 v6 6](#) frequency, shrillness or loudness if such sound can be heard from privately-owned real property other than such Excluded Asset or (iii) which could reasonably be expected to have a material adverse impact on the operation or value of an Adjacent Project or the use and enjoyment of an Adjacent Project and the amenities thereof;

(g) any use which produces obnoxious odors (excluding typical restaurant odors) which odors can be detected from privately-owned real property other than such Excluded Asset and which could reasonably be expected to have a material adverse impact on the operation or value of an Adjacent Project or the use and enjoyment of an Adjacent Project and the amenities thereof;

(h) any use which produces an excessive quantity of dust, dirt, or fly ash that can be detected from privately owned real property other than such Excluded Asset or which could reasonably be expected to have a material adverse impact on the operation or value of an Adjacent Project or the use and enjoyment of an Adjacent Project and the amenities thereof;

(i) any use which produces or involves the production or use of explosions or other damaging or dangerous hazards, including the storage, display or sale of explosives or fireworks;

(j) any use which produces noxious, toxic, caustic or corrosive fuel or gas, any industrial, distillation, refining, smelting, recycling, agriculture, manufacturing, assembling, drilling, mining or subsurface operations which could reasonably be expected to have a material adverse impact the operation or value of an Adjacent Project or the use and enjoyment of an Adjacent Project and the amenities thereof;

(k) any place of gathering for temporary or day labor;

(l) any paycheck advance, check cashing or similar establishments, other than automatic teller machines or places of business that provide for currency exchange and similar establishments;

(m) any collection, dumping or storage of garbage, junk, recyclable materials or refuse, other than that produced in connection with the businesses being operated within, or the operation of, such Excluded Asset and disposed of in enclosed receptacles intended for such purpose;

(n) any cemetery, crematorium, mausoleum, mortuary, funeral parlor or similar service establishment; or

(o) any use in violation of applicable Law.

(p) Any get-out-of-your-timeshare business in which the business attempts to get a timeshare owner out of their obligation to the developer under a note payable to the developer, and/or receive their down payment back from the developer and/or the ongoing annual assessments charged by the vacation owners association for a fee, whether or not refundable, and whether or not the entity soliciting this business contracts with third parties to perform a portion or all of the services in connection with this. This is the intention. The actual language used will be provided to buyer during the due diligence period.

**RESTRICTIVE COVENANTS
TERRACE PARKWAY
BRANSON, MISSOURI**

DEFINITIONS

As used herein, the following words shall have particularized meaning:

DEVELOPER. The original developer shall be TABLE ROCK TERRACE, INC., a Missouri corporation. The developer shall possess all powers herein delegated and shall continue to occupy and hold such duties and responsibilities until such time as one hundred percent (100%) of the properties of the development have been sold. Thereafter, the original developer may, but is not obligated to, relinquish control and all duties possessed to an association of owners and tenants. Upon election of the developer to relinquish control, all duties, responsibilities and decision making authorities vested herein shall pass to said Association as successor developer.

TERRACE PARKWAY ASSOCIATION. This association, established as a non-profit corporation under the Laws of the State of Missouri, shall consist of the occupant of each business unit comprising the TERRACE PARKWAY business complex. Each such unit shall be vested with one vote in said association with such other powers and duties of membership as may be set forth in the by-laws of said corporation as now exists or as may hereinafter be amended.

TERRACE PARKWAY COMMITTEE. This committee shall consist of three (3) or more representative of the occupants or owners of the business units that comprise the TERRACE PARKWAY business complex. This committee shall be appointed by the developer or its successor.

BUSINESS UNIT. As used herein, each commercial lot, tract, office, parcel or independent part thereof shall constitute a business unit. It is expressly understood that developer retains the right to add additional parcels and structures that may be used for residential purposes. In the event that said modifications or changes are made, all reservations and restrictions herein contained shall apply to said residential property unless otherwise noted and each such residential unit shall have such powers, obligations and duties as a business unit.

I. DEVELOPER INTENT

A. It is the intent of the Developer, by means of quality control of natural and new structures, to do the following:

1. Give considerations in the design of facilities for open space, landscaping, traffic movement, user accessibility, life safety and development aesthetics.

2. Promote architectural excellence in all structures combined with respect for, and compatibility with, the natural resources of the site, the area and the adjacent properties and/or structures.

3. Provide, through restrictive covenants, guidelines, approval agencies and through planning and design, for the preservation and enhancement of the natural environment and for the control of the individual tract developments.

4. Establish the architectural theme, character and flavor of the development by Developer erected examples on common properties such as street lighting, traffic signs, development signs and entrance features compatible with restrictions suggested in items preceding.

5. Establish the TERRACE PARKWAY COMMITTEE, hereinafter referred to as the T.P.C., the members of which shall be appointed by developer for the review and approval of all future development within the Project. The T.P.C. shall establish written standards for permits and construction.

Terrace Parkway Restrictions

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II. GENERAL

A. The original developer is the owner of all real estate reflected on the plats of TERRACE PARKWAY. The Restrictive Covenants are to be filed for record concurrently with the plats of the project and previous to the sale and conveyance of any business unit of said real estate development.

B. All roads and streets reflected upon plats are to be for the use of all owners, occupants and tenants of the business properties within this development and their customers and guests. Said roads shall however remain privately owned and maintained and subject to the control of the developer.

C. Any common properties reflected upon plats are intended to be devoted to the common use and enjoyment of the owners of lots or tracts reflected upon said plats as well as the owners of all business units, lots or tracts in the project.

D. Reserved properties reflected on plats are not part of the plat and are particularly and specifically by the Developer reserved therefrom.

E. The Developer reserves the rights to create additional street, utility and drainage easements as may be required by future development of the project.

F. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any exterior addition to or change or alterations thereof be made until plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to the harmony of external design and location by the TERRACE PARKWAY COMMITTEE.

III. EXTERIOR MAINTENANCE

A. In the event the developer or tenant of any commercial tract or part thereof shall fail to properly provide for exterior maintenance as to buildings or grounds, the Developer may, but shall not be obligated to, provide exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. The Developer shall have the right, after reasonable notice to the tract developer and/or tenants, to enter upon any tract or space therein for purpose solely of performing maintenance as may become necessary by neglect of the tract developer and/or tenant. In the event the Developer is no longer involved in the Project, this right would be assumed by the successor developer as setforth above.

B. The costs of such exterior maintenance shall be assessed against the tract developer and/or the tenant of the building or space. Said assessment shall be due immediately upon submission to the tract developer or tenant and should said obligation remain unpaid thirty days after tender, then developer shall have the right to file a lien against said property for the payment of same and shall be vested with the power to pursue all rights in law or equity to sell said property for the payment thereof.

IV. USE OF PREMISES

A. No commercial tract or business unit shall be resubdivided except upon written approval of the T.P.C.

B. No structure of a temporary character, trailer, tent, shack or similar type facility shall be erected on any commercial tract without the written approval of the T.P.C.

V. CONSTRUCTION OF BUILDINGS

A. The contractor, builder, person or entity constructing any building upon any commercial tract shall, prior to beginning the construction, furnish to the T.P.C. satisfactory proof in the form of a copy of all insurance binders or policies, of builder's risk insurance, including workmen's compensation insurance, if applicable, which shall be required and will be in effect for the construction period.

B. If the tract developer is his own builder, he shall furnish to the T.P.C. such credit information and proof of financial ability to complete the building within the time requirements of these restrictive covenants. In such a case, the tract developer shall also furnish to the T.P.C. proof of builder's risk insurance, including workmen's compensation insurance, if applicable, being in effect for the construction period.

C. Time for Completion of Buildings

1. All buildings shall be completed according to the plans and specifications within such time limits as shall be fixed by the T.P.C. at the time that same are approved by said committee.

2. In the event of non-compliance with completion dates, the Developer shall have the right, but not the obligation, to hire a contractor to perform the work and materials necessary for compliance and the Developer shall bill the tract developer for the amount expended plus 10% for administration. In the event the tract developer does not pay same, the Developer shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the tract developer.

D. All structures shall conform to Federal and State codes, and be compatible with the City Code of Branson, Missouri and its ordinances and regulations and are subject to review of the T.P.C. established to administer the same.

VI. UTILITIES

A. All utilities shall be underground to the extent possible. These are to include, but not limited to, the following:

1. Electrical
2. Telephone
3. Cable Television
4. Liquid Propane Gas
5. Natural Gas
6. Sewer
7. Water

B. Above ground items that may be required in association with underground utilities shall be designed and located in such a manner as to create a minimum of visibility by the public. All transformers, metering devices, vents, etc, shall be so located as to preclude their visibility from public view as approved by the T.P.C.

VII. ARCHITECTURAL SITE ELEMENTS

A. Trash Collection Areas

1. All trash collection areas associated with commercial tract developments shall be enclosed with screens and gates to shield them from public view. Materials and standards for construction of such barriers shall be established by the T.P.C.

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2. It shall be the responsibility of each individual tenant to police his own trash collection area daily, or more frequently if necessary, to maintain the area in a constant state of cleanliness and to prevent debris and/or odors from migrating to adjacent areas.

3. All trash collection areas shall be designed and located in such a manner as to create the least visibility by, and cause contact with, the general public.

B. Exterior Equipment

1. All equipment (mechanical, electrical, etc.) located outside of the building shall be screened from public view by means of landscaping and/or screen walls of such materials as shall be established by the T.P.C..

2. Exterior equipment shall be designed and located in such a manner as to create the least visibility by the general public as approved by the T.P.C.

3. Rooftop equipment is not aesthetically desirable and shall not be so located without specific written approval by the T.P.C. during the design stage of planning. When rooftop units are allowed, every effort shall be taken to screen the units from public view and to make them blend with the rooftop materials.

4. All exterior lighting, flagpoles, handrails, guardrails, signage, pavement markings and curbs shall be of uniform and compatible design throughout the Project as established by the T.P.C.

C. Temporary Signs

The use of signs of a temporary nature such as "Flashing Arrow" signs and portable marquee type signs shall not be allowed.

D. Roads/Drives/Parking Lots/Curbs

1. All roads, drives and parking lot surfaces shall be constructed of hot mix asphalt with appropriate base preparation. Limited maintenance areas may be of concrete construction such as garbage pick-up areas, covered drives or other areas as may be approved by the T.P.C.

2. Curbs and gutters shall be required at the edges of all pavement for roads, drives and parking lots. Asphalt curbs will not be permitted.

VIII. LANDSCAPING ELEMENTS

A. All commercial tract developers shall be required to install landscaping as part of their construction process and to submit a landscaping plan, developed by a registered landscape architect, along with the building construction plans to the T.P.C. for review and approval.

B. Commercial tract developers shall install the following as minimum landscaping:

1. Sodding in all areas of tracts considered public use or public accessible, except those areas which are paved or where landscaping other than grass occurs.

2. Areas not considered as public use or public accessible may be seeded and/or sprigged.

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3. No earthen hillsides or land areas shall be left exposed without grass, paving or landscaping cover.

4. Underground sprinkler systems for areas to be sodded or landscaped. Areas of seeding and/or sprigging are not required to have underground sprinklers but must be maintained in such a manner as to promote steady and full growth of grass cover and trees.

C. Other landscaping materials such as large rocks, shrubs, mulch, flowers, timbers, etc. may be utilized which are compatible with the overall theme and flavor of the Development. All materials are subject to review and approval by the T.P.C. Rip-Rap may only be used upon specific application to, and approval from, the T.P.C.

D. A maximum gradient of 30% shall be established for lawn areas where mowing is required. Retaining walls shall be utilized where grades exceed the maximum gradient.

E. Landscape Lighting

1. Landscape lighting may be used and is encouraged.

2. Landscape lighting shall be designed in such a manner as to not conflict with the vision of motorist or the overall theme and flavor of the Project.

IX. Exterior Materials

A. Materials for the exterior wall surfaces of all commercial tract structures shall be approved by the T.P.C. The colors of which shall be consistent from tract development to tract development and limited to the color ranges as set forth by the T.P.C.

B. Roof surfaces shall be of either standing seam metal sheets, tile, or composition shingles the color of which shall be limited to those established by the T.P.C.

C. Other exterior materials shall also be limited as established by the T.P.C.

X. ASSESSMENTS

Each unit, lot or parcel of this development sold by the original developer shall be subject to an assessment for the maintenance of all roads, common areas and other projects determined by the developer to be in the common interest of all owners and occupants of TERRACE PARKWAY. Said assessment shall be based on the total square footage of each said unit, lot or parcel. Developer shall establish the amount of assessment and notify each obligated party of the amount due on or about the _____ day of _____ of each year. Said money shall be held by the developer in trust for the benefit of said development.

In the event that developer should establish residential property within this development as permitted above, then each such residential unit shall be assessed on a square footage formula as set forth above with the developer reserving right to assess this classification of property at a different rate than that imposed on the business units. Notification of the assessment will be made in the same manner as set forth in the above paragraph.

Should any obligated party fail to pay the assessment, said assessment shall constitute a lien on the property of the defaulting party and developer shall be vested with all legal and equitable right to enforce said lien including the power to force the sale of the property as if foreclosing a deed of trust.

XI. ENFORCEMENT

In addition to any other provision contained herein, the developer or its successor shall be empowered to enforce the provisions hereof by seeking equitable relief for injunction or specific performance, filing suit for damages or to recover any economic loss or any other remedy in either law or equity. Should the developer prevail in its enforcement action, the defaulting party shall be responsible for all costs of enforcement including, but not limited to, all reasonable fees of legal counsel.

XII. DURATION AND AMENDMENT OF COVENANTS

These covenants shall be binding on the developer, its successor and assigns. Said covenants shall run with the land and shall remain in effect until the anniversary date of execution in the year 2017 A.D. Prior to said anniversary date, the developer, or its successor may renew these covenants for an additional 25 year period.

Developer reserves the right to amend the covenants herein contained. Upon the delegation of powers and duties by the original developer to the TERRACE PARKWAY ASSOCIATION, said Association may amend these covenants by a majority vote of all members.

IN WITNESS WHEREOF, the undersigned, as developer does hereby set its hand and seal.

TABLE ROCK TERRACE, INC.

By: Harold Epps
Harold Epps, President

Attest: Dan Epps
Dan Epps, Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI)
County of Taney) ss.

On this 7th day of April, A. D. 1992, before me personally appeared Harold Epps, to me personally known, who being duly sworn, did say that he is the President of Table Rock Terrace, Inc.; that the seal affixed to this instrument is the corporate seal of said corporation; and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Harold Epps acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in said county and state, the day and year first above written.

Judie Cunningham
Notary Public
My Commission expires:

JUDIE CUNNINGHAM
NOTARY PUBLIC STATE OF MISSOURI
TANEY COUNTY
MY COMMISSION EXP. MAY 12, 1994



FILED

1992 APR 23 10 2:10

DEPT. OF REVENUE
TANNEY COUNTY

STATE OF MISSOURI } ss. IN THE RECORDS OF
County of Taney }
I, Clerk of said County, do hereby certify
that on the 23rd day of April 1992, at 2:10 p.m.
I recorded the foregoing instrument of writing
315 s. 2756-2761

RECORDING FEE \$ 23.00
STATE USER FEE \$ 4.00
TOTAL \$ 27.00 pd

May 92

Jeanne M. Russell

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 22 NORTH, RANGE 22 WEST, FIFTH PRINCIPLE MERIDIAN, TANNEY COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, WHICH IS THE TRUE POINT OF BEGINNING; THENCE S00°13'08"E 1245.16 FEET ALONG THE WEST LINE OF SAME TO THE NORTH RIGHT OF WAY OF MISSOURI STATE HIGHWAY #165, SAID POINT BEING ON A CURVE WITH A RADIAL AT SAID POINT OF S02°16'21"E 1829.90 FEET; THENCE SOUTHEASTERLY 348.67 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°55'02"; THENCE S81°21'19"E 215.80 FEET ALONG SAID RIGHT OF WAY; THENCE S08°38'41"W 30.00 FEET; THENCE S81°21'19"E 500.00 FEET; THENCE S08°38'41"W 10.00 FEET; THENCE S81°21'19"E 393.08 FEET TO A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 914.87 FEET; THENCE EASTERLY AND NORTHERLY 773.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'50"; THENCE N39°46'09"W 5.00 FEET; THENCE CONTINUING ALONG SAID CURVE WITH A NEW RADIUS OF 909.87 FEET NORTHERLY 489.86 FEET THROUGH A CENTRAL ANGLE OF 30°50'50"; THENCE N19°23'01"E 185.91 FEET; THENCE S70°36'59"E 5.00 FEET; THENCE N19°23'01"E 148.15 FEET TO A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 994.87 FEET; THENCE NORTHEASTERLY 136.88 FEET THROUGH A CENTRAL ANGLE OF 7°53'00"; THENCE LEAVING SAID RIGHT OF WAY N72°46'56"W 91.16 FEET; THENCE N00°09'18"W 377.88 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE N89°30'23"W 1602.23 FEET ALONG SAID NORTH LINE; THENCE S00°32'34"W 204.74 FEET TO A #4 REBAR; THENCE N89°16'34"W 209.54 FEET TO A #4 REBAR; THENCE N00°40'08"E 203.90 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE N89°30'23"W 110.19 FEET TO THE POINT OF BEGINNING.

mail: Harold Epps
Box L
Branson, Mo 65616