

MAR 31 2023

**Complaint Against the Valuation of Real Property**

Answer all questions and type or print all information. Read instructions on back before completing form.

Attach additional pages if necessary.

JOHN S. FEDERER  
AUDITOR

This form is for full market value complaints only. All other complaints should use DTE Form 2

Original complaint  Counter complaint  
Notices will be sent only to those named below.

	Name	Street address, City, State, ZIP code	
1. Owner of property	Beach Mfg. Co		
2. Complainant if not owner	Carnival De Chicketti	220 Grand Valley Dr Enon OH 45323	
3. Complainant's agent	Emilee Chicketti	Land contract owner	
4. Telephone number and email address of contact person 937-206-0923 emilee.stacy@yahoo.com			
5. Complainant's relationship to property, if not owner land contract owner			
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill		Address of property	
1801100023000002		4320 Fairfield Pike Rear Springfield OH 45502	
7. Principal use of property Storage yard			
8. The increase or decrease in market value sought. Counter-complaints supporting auditor's value may have -0- in Column C.			
Parcel number	Column A Complainant's Opinion of Value (Full Market Value)	Column B Current Value (Full Market Value)	Column C Change in Value
1801100023000002	100,000.00	181,000.00	81,000.00
9. The requested change in value is justified for the following reasons: - was sold for much less than current valuation - property has been neglected and is in need of many repairs.			

10. Was property sold within the last three years?  Yes  No  Unknown If yes, show date of sale Oct 2021  
and sale price \$ 100,000.00 and attach information explained in "Instructions for Line 10" on back.  
LAND CONTRACT  
one hundred thousand

11. If property was not sold but was listed for sale in the last three years, attach a copy of listing agreement or other available evidence.

12. If any improvements were completed in the last three years, show date \_\_\_\_\_ and total cost \$ \_\_\_\_\_.

13. Do you intend to present the testimony or report of a professional appraiser?  Yes  No  Unknown

14. If you have filed a prior complaint on this parcel since the last reappraisal or update of property values in the county, the reason for the valuation change requested must be one of those below. Please check all that apply and explain on attached sheet. See R.C. section 5715.19(A)(2) for a complete explanation.

- The property was sold in an arm's length transaction.
- The property lost value due to a casualty.
- A substantial improvement was added to the property.
- Occupancy change of at least 15% had a substantial economic impact on my property.

15. If the complainant is a legislative authority and the complaint is an original complaint with respect to property not owned by the complainant, R.C. 5715.19(A)(8) requires this section to be completed.

- The complainant has complied with the requirements of R.C. section 5715.19(A)(6)(b) and (7) and provided notice prior to the adoption of the resolution required by division (A)(6)(b) of that section as required by division (A)(7) of that section.

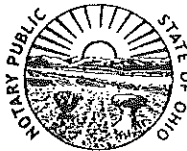
I declare under penalties of perjury that this complaint (including any attachments) has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Date 3-30-23 Complainant or agent (printed) Emilee Chicketti Title (if agent) \_\_\_\_\_

Complainant or agent (signature) [Signature]

Sworn to and signed in my presence, this 30<sup>th</sup> day of March 2023  
(Date) (Month) (Year)

Notary Karen L Byrum



KAREN L. BYRUM  
Notary Public  
State of Ohio  
My Comm. Expires  
December 26, 2026

# Instructions for Completing DTE 1

DTE 1  
Rev. 12/22

**FILING DEADLINE:** A COMPLAINT FOR THE CURRENT TAX YEAR MUST BE RECEIVED BY THE COUNTY AUDITOR ON OR BEFORE MARCH 31 OF THE FOLLOWING TAX YEAR OR THE LAST DAY TO PAY FIRST-HALF TAXES WITHOUT A PENALTY, WHICHEVER DATE IS LATER. A COUNTER-COMPLAINT MUST BE FILED WITHIN 30 DAYS AFTER RECEIPT OF NOTICE FROM THE AUDITOR THAT AN ORIGINAL COMPLAINT HAS BEEN FILED.

**Who May File:** Any person owning taxable real property in the county, the board of county commissioners, the county prosecutor, the county treasurer, the board of township trustees of any township with territory in the county, the board of education of any school district with territory in the county, or the mayor or legislative authority of any municipal corporation with territory in the county may file a complaint, or a tenant of the property owner, if the property is classified as to use for tax purposes as commercial or industrial, the lease requires the tenant to pay the entire amount of taxes charged against the property, and the lease allows, or the property owner otherwise authorizes, the tenant to file such a complaint with respect to the property. See R.C. 5715.19 for additional information.

**Tender Pay:** If the owner of a property files a complaint against the valuation of that property, then, while such complaint is pending, the owner is entitled to tender to the county treasurer an amount of taxes based on the valuation claim for such property in the complaint. **Note:** If the amount tendered is less than the amount finally determined, interest will be charged on the difference. In addition, if the amount finally determined equals or exceeds the amount originally billed, a penalty will be charged on the difference between the amount tendered and the final amount.

**Multiple Parcels:** Only parcels that (1) are in the same taxing district and (2) have identical ownership may be included in one complaint. Otherwise, separate complaints **must** be used. However, for ease of administration, parcels that (1) are in the same taxing district, (2) have identical ownership and (3) form a **single economic unit should be included in one complaint.** The increase or decrease in valuation may be separately stated for each parcel or listed as an aggregate sum for the economic unit. If more than three parcels are included in one complaint, use additional sheets of paper.

**Notice:** If the county auditor is in possession of an email address for you the auditor may choose to send any notices the auditor is required to send regarding this complaint by email and regular mail instead of by certified mail.

**General Instructions:** Valuation complaints must relate to the **total value** of both land and buildings. The Board of Revision may increase or decrease the total value of any parcel included in a complaint. The board will notify all parties not less than 10 days prior to the hearing of the time and place the complaint will be heard. The complainant should submit any documents supporting the claimed valuation to the board prior to the hearing. The board may also require the complainant and/or owner to provide the board additional information with the complaint and may request additional information at the hearing, including purchase and lease agreements, closing statements, appraisal reports, construction costs, rent rolls and detailed income and expense statements for the property.

Ohio Revised Code section 5715.19(G) provides that "a complainant shall provide to the Board of Revision all information or evidence within the complainant's knowledge or possession that affects the real property" in question. Evidence or information that is not presented to the board cannot later be presented on any appeal, unless good cause is shown for the failure to present such evidence or information to the board.

**Instructions for Line 8.** In Column A enter the complainant's opinion of the full market value of the parcel before the application of the 35% percent listing percentage. In Column B enter the current full market value of the parcel. This will be equal to the total taxable value as it appears on the tax bill divided by 0.35. Enter the difference between Column B and Column A in Column C.

**Instructions for Line 10.** If property was sold in the last three years, attach the purchase agreement, escrow statement, closing statement or other evidence available. If the buyer and seller were or are related or had any common business interests, attach an explanation. If any other items were included in the sale of the real estate, attach a description of those items. Show the value of those items and explain how the values were determined.



# **LAGOS & LAGOS, P.L.L.**

*Attorneys and Counselors at Law  
5057 Troy Road  
Springfield, Ohio 45502  
Telephone: 937-323-5555  
Fax: 937-323-6564*

*Thomas H. Lagos  
James H. Lagos\*  
Samuel J. Petroff  
Argeri A. Lagos\*+  
Yianni D. Lagos\*\*#*

*email: [lagosth@yahoo.com](mailto:lagosth@yahoo.com)  
\*also admitted to practice in SC  
\*\*also admitted to practice in FL  
+ also admitted to practice in CA  
# also admitted to practice in NC*

October 12, 2021

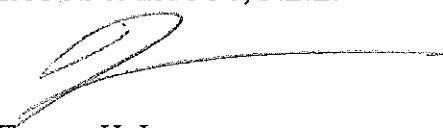
Emilee Ann Chicketti  
Carnival De Chicketti, LLC  
220 Grand Avenue  
Enon, Ohio 45323

Dear Ms. Chicketti,

Enclosed you will find a copy of the recorded land contract with Beach Manufacturing Company, Inc.

Sincerely,

LAGOS & LAGOS, P.L.L.



Thomas H. Lagos  
Attorney at Law

THL/cse  
Enclosure





202100017533 10/07/2021 09:27 AM  
 Filed for Record in CLARK County, Ohio  
 Nancy Pence, Recorder Rec Fees: \$94.00  
 LC OR Vol 2198 Pgs 5809 - 5815

**"CONDITIONAL APPROVAL"**

CLARK COUNTY ENGINEER  
 JOHNATHAN A. BURR, P.E., P.S.

Tax Map Department

BY: *[Signature]*

DATE: 10-7-2021

**NEW SURVEY REQUIRED  
 FOR NEXT CONVEYANCE**

**LAND CONTRACT**

THIS AGREEMENT, executed at Clark County, Ohio, this 4<sup>th</sup> day of October, 2021 by **BEACH MANUFACTURING COMPANY, INC.**, whose post office address is 118 North Hampton Road, P. O. Box 129, Donnelsville, Ohio 45319, herein designated as "SELLER" and **CARNIVAL DE CHICKETTI, LLC**, an Ohio Limited Liability Company whose post office address is 220 Grand Avenue, Enon, Ohio, 45323, herein designated as "BUYER and or Buyers;"

**WITNESSETH:**

The Seller agrees to sell and convey and the Buyer agree to purchase and pay for in accordance with all of the terms and conditions herein expressed, the following described real estate, commonly known as 4320 Fairfield Pk, Rear, Springfield, Ohio 45502, and further described in EXHIBIT "A," attached hereto and made a part hereof.

**I. CONSIDERATION AND PAYMENT**

The Contract Price of the property to be conveyed is ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). The Buyer is paying Seller THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$33,333.00). The Buyer agree to pay to the Seller the balance of SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS (\$66,667.00) as follows: Buyer will pay Seller THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$33,333.00), on or before November 1, 2022. Buyer to pay Seller THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$33,334.00), on or before November 1, 2023. Payments shall bear interest at the rate of zero percent (0%) per annum calculated and payable on the principal balance existing monthly. Interest shall be calculated and each payment shall be applied first to the payment of interest and then to the reduction of principal. If a payment is more than ten (10) days overdue, the Buyer shall pay to Seller a late charge of TWENTY-FIVE AND 00/100 DOLLARS (\$25.00) and interest will begin to incur at the rate of 10% per annum calculated and payable on the principal balance existing monthly. The Buyer reserves the right to make addition principal payments at any time, and the Buyer further reserve the right to pay the entire balance of the purchase price at any time in advance of maturity without penalty.

**II. BUYERS' COVENANTS**

As part of the consideration for this Contract, the Buyer also referred to a Buyers agree as follows:

- (1) The Buyers agree to pay and hereby assume as Buyers' obligation, all taxes and assessments, general or special, of every description whatsoever, that may be levied and assessed by authority

LARGE LABEL  
 HOLD







of law upon said land or building, or on any part thereof, which are or may become a lien upon said within described real estate. Buyer agrees to reimburse Seller in the event Seller pays said taxes and authorizes Seller to deduct any such amount paid and not promptly reimbursed from any payment before crediting any balance remaining of such payment on principal.

2. The Buyers will insure the premises for property purposes in the amount of \$200,000.00 and will carry liability coverage in an amount at least covering \$100,000.00 per person injured and \$300,000.00 aggregate coverage.

(3) The Buyers will pay for all utilities furnished to or consumed in the real estate above-described and the improvements thereon.

(4) The Buyers have examined the real estate and all of the improvements thereon, including the landscaping, upon the execution of this contract, the Buyers shall be deemed to have accepted such real estate, improvements, and landscaping in their present condition.

(5) The Buyers will keep the real estate and all of the improvements thereon in good repair at all times and in substantially the same condition as the same or better as are now. The Buyers will pay for all repairs which at any time hereafter may become necessary.

(6). The Buyers will pay all costs of all alterations and improvements.

(7) The Buyers shall not use the real estate or the improvements thereon for any illegal purpose during the term of this contract, or in such a manner as to cause a nuisance or annoyance to the neighborhood in which it is located; and the Buyers agree to abide by all ordinances or statutes which at the present have been or which may hereafter be adopted by the legislative body of any government having jurisdiction of the real estate above described, which shall in any manner affect the use and occupancy of the real estate above described.

(8) The Buyers will indemnify and save harmless the Seller from all claims for damages to property and for personal injuries or death which may be asserted against the Seller by any person which shall arise out of the use and occupancy or which shall be caused by the condition of the real estate above described during the term of this contract, and the Buyers will defend, at the Buyer's expense, all of such claims in any Court action, and the Buyers will pay promptly any judgments which may be obtained by reason of any such claims.

(9) The Buyers will not assign this contract without the advance written consent of the Seller, and if the Seller shall consent to any assignment, the Buyers shall nevertheless, remain liable for the performance of the obligations of this contract by the Buyers' assignee or by any subsequent assignee.

### III. TERMINATION ON DEFAULT

Whenever the Buyers shall default in the performance of any of the covenants in this contract, an such default shall continue for twenty (20) days, the Seller shall have the privilege to notify the Buyers in writing to correct such default within a period of ten (10) days after the date of such notification; which notification may be made by the Seller by depositing the same in the U.S. mail, addressed to the Buyers at their last known address, or by posting a copy thereon on the real estate above described, and the notification shall be a complete notification upon such mailing or posting. The failure of the Buyers to correct such default within the said ten (10) day period shall give the Seller the right forthwith to terminate this contract by legal process as set forth in Ohio law governing Land Installment Contracts in effect at the time of default.

### IV. REMEDIES OF SELLER ON TERMINATION

Upon the termination of this contract by Seller as herein above specified, for any reason whatsoever, it is hereby agreed by the Buyers that the Seller shall have any and all of the following remedies:





The Buyers shall upon demand of the Seller forthwith relinquish possession of the above described real estate and shall redeliver possession thereof to the Seller.

The Sellers shall have the right to recover possession of the real estate above described by filing proceedings in forcible entry and detainer, or by filing an action of ejectment, or by filing such other action as now or hereafter exists for the purpose of recovering possession of real estate, and the Sellers shall have the right to file any such action in any Court which may have jurisdiction of the matter.

(c) At the Seller's option, the Seller may retain all payments made by the Buyers under the this contract to the date of termination and under no circumstances shall the Buyers will be entitled to the return of any payments, regardless of the amounts which have been paid at that time, and all such payments shall be deemed reasonable compensation to the Seller for the occupancy of the premises by the Buyers, and such occupancy shall be deemed by the parties hereto to be of the value of the payments as made to the time of the termination of the contract.

(d) The right to file foreclosure proceedings under Section 2323.07 of the Ohio Revised Code.

#### V. NON-WAIVER

The failure of the Seller to exercise any of the rights under this Contract given to the Seller upon breach of any of the terms and conditions herein by the Buyers shall not be construed as a waiver of such terms and conditions or of any other terms and conditions of this contract, or of the right of the Seller to exercise any of such rights for subsequent breaches by the Buyers of any of the terms and conditions of this contract.

#### VI. RESERVATIONS OF SELLER

Omitted.

#### VII. COVENANTS AND WARRANTIES OF THE SELLER

(1) The Seller agrees upon the performance by the Buyers of all of the covenants set forth in this contract, as follows:

(a) The Buyers shall have possession of the premises above described upon execution of this contract.

(b) Upon payment of the full consideration, the Seller will execute in conformity to law and will deliver to the Buyers a deed of general warranty, conveying the above-described real estate to the Buyers, and warranty the same to be free and clear of all liens and encumbrances of any kind or nature whatsoever, but subject to legal highways, easements, restrictive covenants, and zoning laws, subject to taxes and assessments due and payable, and thereafter, and subject to any liens and encumbrances against the above described real estate which shall exist because of any act of the Buyers.

(c) Within twenty (20) days after the execution of this contract by both parties, the Seller agrees to cause a copy of it to be recorded in the Office of the Recorder of Clark County, Ohio, as provided in Section 5301.25 of the Ohio Revised Code.

(2) The Seller makes the following warranties:

The following are the only encumbrances against the real estate: None

To the best of Seller's knowledge, there are no pending orders of any public agency against the real estate except: NONE

It is agreed that it is the responsibility of Buyers is to provide themselves with evidence of title as is the usual custom in Clark County, Ohio.





202100017533  
BK 2198 PG 5812

Executed by the parties this 4<sup>th</sup> day of October, 2021,

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

**BEACH MANUFACTURING COMPANY, INC**

**Theodore Wiley Beach**  
**It's President**  
**SELLER**

**CARNIVAL DE CHICKETTI, LLC**

**Emilee Ann Chicketti**  
**Managing Member**

Emilee Ann Chicketti, hereby unconditionally guarantees all obligations of  
CARNIVAL DE CHICKETTI, LLC., in this land contract.

**Emilee Ann Chicketti**





202100017533  
BK 2198 PG 5813

STATE OF OHIO )  
 )SS  
COUNTY OF CLARK )

Be it remembered that on this 4 day of October, 2021, before me a Notary Public, in and for said County and State, personally appeared the above-named Theodore Wiley Beach, who acknowledged that he did sign the foregoing as President of **BEACH MANUFACTURING COMPANY, INC.**, and that the same is the free act and deed of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 day of October, 2021.

Notary Public-State of Ohio



THOMAS H. LAGOS

Attorney At Law

My Commission has no expiration date

Section 147.03 O.R.C.

)SS

COUNTY OF CLARK )

Be it remembered that on this \_\_\_ day of October, 2021, before me a Notary Public, in and for said County and State, personally appeared the above-named Emilee Ann Chicketti, who acknowledged that she did sign the foregoing as Managing Member of **CARNIVAL DE CHICKETTI, LLC**, and that the same is the free act and deed of the Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 day of October, 2021.

Notary Public-State of Ohio



THOMAS H. LAGOS

Attorney At Law

My Commission has no expiration date

Section 147.03 O.R.C.

)SS

COUNTY OF CLARK )

Be it remembered that on this 4 day of October, 2021, before me a Notary Public, in and for said County and State, personally appeared the above-named Emilee Ann Chicketti who acknowledged that she did sign the foregoing and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 4 day of October, 2021.

Notary Public-State of Ohio



THOMAS H. LAGOS

Attorney At Law

My Commission has no expiration date

Section 147.03 O.R.C.

