

APR - 2 2024

Tax year 2023 BOR no. 2023-009
County Clark Date received 4/2/2024

DTE 1
Rev. 12/22

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.

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	480 Properties LLC	PO Box 126, Plain City, Ohio 43064	
2. Complainant if not owner			
3. Complainant's agent			
4. Telephone number and email address of contact person	614-407-3683 480properties@gmail.com Lonnie Craft 614-893-3784		
5. Complainant's relationship to property, if not owner	Sole owner of LLC Lonnie Craft		
If more than one parcel is included, see "Multiple Parcels" Instruction.			
6. Parcel numbers from tax bill	Address of property		
3400700028206021	1835 E High Street Springfield 45505		
7. Principal use of property	Office/Medical		
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
3400700028206021	\$ 450,000	\$ 679,710	\$ -229,710
9. The requested change in value is justified for the following reasons:			

10. Was property sold within the last three years? Yes No Unknown If yes, show date of sale 6/8/23
and sale price \$ 450,000 ; and attach information explained in "Instructions for Line 10" on back.

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. N/A

- The property was sold in an arm's length transaction.
- A substantial improvement was added to the property.
- The property lost value due to a casualty.
- 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. N/A

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 3/28/24 Complainant or agent (printed) Lonnie Craft Title (if agent) owner

Complainant or agent (signature) [Signature]

Sworn to and signed in my presence, this 28 day of MARCH 2024

Notary [Signature]



JACQUELINE NICOLE
HONIGFORD
Notary Public
State of Ohio
My Comm. Expires
November 30, 2027

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.

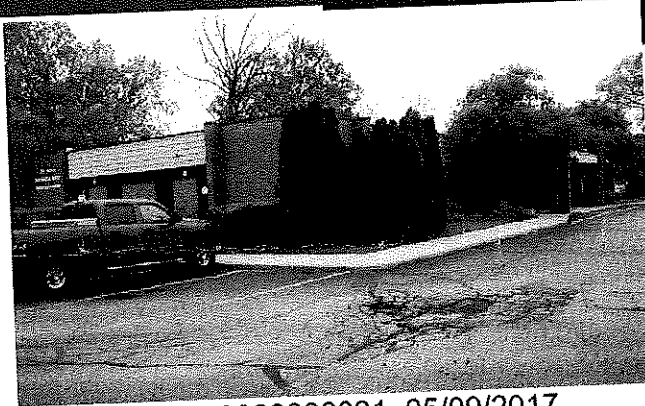
3400700028206021

3/28/2024



Hillary Hamilton
County Auditor
Clark County, Ohio
clarkcountyauditor.org

MOST RECENT PHOTO



3400700028206021 05/09/2017

LEGAL

IES LLC

ADDRESS 1835 E HIGH ST SPRINGFIELD 45505
 DESCRIPTION S W COR HIGH & HUBERT & ALL LOT 4895
 SCHOOL DIST SPRINGFIELD CSD TAX DIST 340
 ACREAGE 1.4400

VALUATION

	APPRAISED	ASSESSED
LAND	\$94,890.00	\$33,210.00
IMPROVEMENTS	\$584,820.00	\$204,690.00
CAUV	\$0.00	\$0.00
TOTAL	\$679,710.00	\$237,900.00

TAXES

TAXABLE VALUE	\$237,900.00
ROLLBACKS	NONE
HALF (1ST / 2ND)	\$8,631.28 / \$8,631.28
YEAR (TOTAL / BALANCE)	\$17,262.56 / \$8,631.28

SPECIAL ASSESSMENTS

COUNT	0
DELINQUENT / BALANCE	\$0.00 / \$0.00
TOTAL / BALANCE	\$0.00 / \$0.00

MOST RECENT SALES

DATE	BUYER	SELLER	# PARCELS	PRICE	VALIDITY
6/8/2023	480 PROPERTIES LLC	BATIE RODNEY E & CYNTHIA	0	\$450,000.00	VALID SALE
1/31/2000	BATIE RODNEY E & CYNTHIA	COMMUNITY HOSPITAL OF SPRINGFIELD	0	\$620,000.00	Unknown

LAND

CODE	FRONTAGE	DEPTH	ACREAGE	SQFT	VALUE
ACREAGE	0	0	1.089	47,446	\$94,890.00
Unknown					

IMPROVEMENTS

DESCRIPTION	BUILT	DIMS	VALUE
(C11) - ASPHALT OR BLACKTOP PAVING	1981	0x0	\$6,780.00

The Columbus REALTORS® purchase contract shall be printed in 11-point Arial font, and all deviations in the standard form must be printed in 12 point or larger **courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS® purchase contract. All deletions from the standard form are to be noted by "strike out".

REAL ESTATE PURCHASE CONTRACT
Industrial – Investment – Commercial – Multi-Family – Land



It is recommended that all parties be represented by a REALTOR® and an Attorney.

DATE March 30³⁰~~27~~, 2023

1. **PROPERTY DESCRIPTION:** Buyer offers to purchase from Seller through Broker(s), the following described real estate including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements located in the County of Clark, and the State of Ohio known as:

Multi-tenant commercial building located at 1835 E. High Street,
Springfield, OH 45505

(hereinafter referred to as "Property").

2. **PRICE AND TERMS:**

The purchase price is: \$ 450,000.00, (Four hundred and fifty thousand dollars)

Payable as follows: cash at closing

3. **ADDITIONAL TERMS:**

4. **DEED:**

4.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable limited warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record ~~that do not unreasonably interfere with present lawful use~~; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

PROPERTY ADDRESS: 1835 E. High Street, Springfield OH 45505

4.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

5. CONTINGENCIES:

(a) Each contingency below shall be deemed to have been waived unless Buyer gives written notice to Seller or Seller's agent that Buyer wishes to terminate this transaction within the time frame set forth below for each contingency.

(b) Within 4 days after the full execution of this real estate purchase contract, Seller shall provide the following for the buyer's inspection: (i.e. leases, service contracts, summaries of unwritten contracts, and other items listed below). Buyer shall have 3 days upon receipt of above documentation to disapprove. See Addendum.

(c) Environmental Inspection: (This paragraph 5c not applicable if number of days not inserted.) Within _____ days after the acceptance hereof, Seller agrees to permit Buyer, Buyers' lender, and the qualified professional environmental consultant or any of them to enter the Property to conduct, at the expense of Buyer, an environmental site assessment. Buyer agrees to indemnify the Seller from and against any physical damage to the Property arising out of any inspection performed on Buyer's behalf.

If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, Buyer, at Buyer's option, may notify Seller in writing, within the above-specified period, that the contract is terminated, but Buyer's obligations under this paragraph 5c shall survive. The parties agree that the Buyer's earnest money deposit shall be disbursed pursuant to paragraph 16.

(d) Property Inspection: (This paragraph 5d not applicable if number of days not inserted.) Buyer, at Buyer's expense, shall have 15 days after the acceptance hereof to have the Property and all improvements, fixtures, and equipment inspected. Seller shall cooperate in making the Property reasonably available for such inspection(s). See Addendum.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense. Buyer agrees to pay any litigation expenses, including reasonable attorney fees incurred by Seller as a result of any claims resulting from such inspection and to indemnify Seller for any resulting damages. See Addendum

If Buyer is not satisfied with the condition of the Property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller within the above specified period that the contract is null and void. The parties agree that the Buyer's earnest money deposit shall be disbursed (pursuant to paragraph 16). See Addendum

Buyer is aware that any reference to the square footage of the premises, both the real Property (land) and improvements thereon, is approximate. If square footage is a material matter to the Buyer, it must be verified during the inspection period.

PROPERTY ADDRESS: 1835 E. High Street, Springfield OH 45505

(e) Utilities: (This paragraph 5e not applicable if number of days not inserted.) This offer is contingent upon Buyer's satisfaction of the availability of utility connections for water, sanitary sewer, storm sewer, gas, and electricity being located in a public street or right of way, or other form of public utility easement adjoining the Property at the Property line, within _____ days after acceptance hereof.

(f) Feasibility: (This paragraph 5f not applicable if number of days not inserted.) Buyer shall have determined to Buyer's sole satisfaction, at Buyer's expense, that Buyer's intended development is financially feasible including, without limitation, Buyer's approval of all site preparation costs. Financial feasibility studies and all site preparation costs must be approved by Buyer within 15 days after acceptance hereof. See Addendum.

(g) Zoning & Permits: (This paragraph 5g not applicable if number of days not inserted.) This offer is further contingent upon Buyer obtaining rezoning, if necessary, from all applicable authorities from the current zoning to allow for Buyer's intended use which is _____, and Buyer obtaining all necessary permits, agreements, approvals (site plan/building permits), and licenses from all applicable authorities for Buyer's proposed development, by Buyer within _____ days after acceptance hereof.

Any and all costs related to Buyer obtaining such rezoning, permits, agreements, approvals and licenses shall be borne by Buyer. Seller shall execute the zoning application if needed and shall cooperate with Buyer in obtaining said rezoning, but Seller shall not be required to personally attend any meetings.

(h) This paragraph 5(h) not applicable if number of days for approval or waiver are not specified.

Other Contingencies:

(i). If this Contract is terminated pursuant to Paragraph 5, then, with the exception of Buyer's indemnification and hold harmless obligations arising under Paragraph 5, Buyer and Seller shall be released from all obligations arising under this Contract.

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6. RENTS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS:

Adjustments shall be made through date of closing for: (a) rents; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; (d) transferable insurance policies, if Buyer so elects; and (e) any community development charge applicable to the premises that was created by a covenant in an instrument recorded at (insert county) _____, Vol. ____/Page No. ____ or Instrument No. _____. **[Note: if the preceding blanks are not filled in and a community development charge affects the Property, this contract may not be enforceable pursuant to R.C. 349.07.]** Security deposits, if any, shall be transferred to Buyer. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or become a lien. See Addendum.

7. FIXTURES AND EQUIPMENT: The consideration shall include fixtures owned by Seller including, but not limited to: heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus; window coverings and awnings; internal wiring for communication system, telecommunication wiring and cables, whether now in or on the Property or in storage; security systems and controls; smoke alarms; and the following:

7.1 The following leased items shall be excluded:

8. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the Property and appurtenances shall be borne by Seller until closing. If any part of the Property covered by this contract is substantially damaged or destroyed before this transaction is closed, Seller shall give a written notice to Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the Property that has been damaged or destroyed. The written notice shall be delivered within forty-eight (48) hours from discovery of the event causing the damage or destruction. Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the Property, or (b) rescind the contract, by giving written notice to Seller and/or Seller's Broker within ten (10) days after Broker has received written notice of such damage or destruction. If Buyer elects to rescind, then all parties are released from liability and the earnest money deposit shall be disbursed to Buyer pursuant to paragraph 16. Failure by Buyer to so notify Seller or Broker shall constitute an election to proceed with the transaction. See Addendum.

9. EMINENT DOMAIN: If, prior to the date of closing, eminent domain proceedings shall be threatened or commenced against all or any part of the Property, Seller shall give a written notice to Buyer and/or Buyer's Broker within forty-eight (48) hours of Seller's receipt of notice of the threatened or commenced eminent domain action setting forth the pertinent terms of the threatened or commenced eminent domain action. Buyer may: (a) elect to proceed to close the purchase of the Property in accordance with the terms of this contract, in which event the Buyer shall be entitled to all payments payable to Seller on account of such taking as is applicable to the portion of the Property being purchased; or (b) elect to terminate this contract. If Buyer elects to terminate this contract, Buyer shall so notify Seller in writing within 15 days after Buyer has received written notice from Seller of such taking. Failure by Buyer to so notify Seller shall constitute an election to proceed to

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close on the purchase of the Property, and Buyer shall be entitled to all payments on account of such taking. Seller represents and warrants that Seller has no knowledge of any threatened taking which would affect, involve, or be adverse to the Property.

10. **CONDITION OF IMPROVEMENTS:** ¹ Seller agrees that upon delivery of deed, the improvements constituting part of the Property shall be in the same condition as that on the day of this offer, reasonable wear and tear excepted and damage accepted by Buyer under Paragraph 8.

2 **11. EVIDENCE OF TITLE:** ² Seller shall furnish and pay for an owner's title insurance commitment and ALTA policy in the amount of the purchase price. Within 15 days after acceptance (if left blank, the number of days will be 15), ¹ Seller shall cause to be delivered to Buyer or Buyer's Broker a copy of the commitment. At closing, title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association. The title evidence shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use (or Buyer's intended use which is _____); and (f) all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record. Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender.

If title to all or part of real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this contract, ~~Seller shall, within thirty (30) days after a written notice thereof, remedy or remove any such lien, etc. or obtain title insurance without exception therefore.~~ ¹

In the event Seller is unable to remedy to insure against the defect within the thirty (30) day period, Buyer may ¹ terminate this contract. Buyer's earnest money deposit shall be disbursed pursuant to paragraph 16.

At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

2 ~~Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements or the deletion of any standard exceptions.~~ ¹

12. **SURVEY:** If Buyer desires a survey, Buyer shall pay for it. However, if the County Engineer or Tax Map Office requires a new survey and legal description as a condition to transfer of the Property, Seller will pay the cost.

13. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable

1 See Addendum

2 Buyer

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exemptions, recently voted millage, change in valuation, etc., whether or not certified. Seller has received no written notification from public authority or owners' association of future improvements that would result in costs being assessed against the real estate. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the Property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate. See Addendum.

14. BUYER'S EXAMINATION: Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, concerning physical condition, character, size and suitability of Buyer's intended use. See Addendum.

This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence for all provisions of this contract. All provisions of this contract shall survive the closing. Buyer is not relying upon any representations by the Broker(s).
See Addendum.

15. INDEMNIFICATION, ENVIRONMENTAL DISCLAIMER BY BROKER: Seller agrees to defend and indemnify Broker(s), for any breach of warranty or for any misrepresentation ~~or concealment of fact~~ by Seller in connection with the Property.

The parties acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the Property. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and/or Seller and not that of the Broker(s).

16. EARNEST MONEY DEPOSIT:

Within 3 days of the contract being fully executed, Buyer shall deposit with Elite Land Title (the "Holder") earnest money of \$ 10,000.00.

In the event that a title company shall serve as a Holder of the earnest money, and such title company requires the parties to execute an addendum or other agreement with respect to the title company serving as Holder, then the parties agree to execute such addendum or other agreement.

16.1 Holder shall maintain the earnest money until one of the following occurs:

- (a) The transaction closes, at which time Holder shall disburse the earnest money to the closing agent or pursuant to the terms of the purchase contract;
- (b) The parties direct the Holder, pursuant to written instructions signed by both parties, how the earnest money is to be disbursed.
- (c) The Holder is directed by court order how the earnest money is to be disbursed; or
- (d) The earnest money becomes unclaimed funds, as defined in R.C. 169.02(M)(2). After providing notice as required by R.C. 169.03(D), Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

16.2 If Holder holds the earnest money for two years, and the parties have failed to provide Holder with written instructions, signed by both parties, or a court order that directs Holder how to disburse the earnest money

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deposit, then Holder shall as soon as possible return the earnest money to Buyer without notice to Seller. If Holder cannot locate Buyer, Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

16.3. The return of the earnest money deposit shall in no way prejudice the rights of Seller, Buyer or Broker in any action for damages or specific performance.

17. **CLOSING AND POSSESSION:** This contract shall be performed and this transaction closed on or before 4/26, 2023 or within _____ days after all contingencies are removed or sooner unless the parties agree in writing to an extension. Buyer is entitled to possession at closing, subject to tenant's rights, if any, unless otherwise specified. At the time Seller delivers possession, the Property will be in the same ¹ condition as the date of acceptance of this contract, except as provided in the Damage or Destruction of Property paragraph 8, normal wear and tear excepted; personal property not included in this contract; ~~and all debris shall be removed by Seller.~~ At closing, Seller shall pay transfer taxes and deed preparation and shall convey to Buyer marketable title to the real estate by deed in fee simple by transferable and recordable limited warranty deed (or appropriate fiduciary deed if Seller is a fiduciary), with release of dower, if any.

18. **1031 EXCHANGE:** If requested by either party, both parties will cooperate in effecting the transaction contemplated by this Agreement as a like kind exchange through a qualified intermediary in accordance with 1031 of the Internal Revenue Code. The party requesting the 1031 Exchange shall be solely responsible for the qualification of the transaction as a 1031 Exchange at no expense or delay to the other party.

19. **DISCLOSURES:** This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves Seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing.

19.1 Seller has not transferred, conveyed, or reserved any coal, oil, gas, or other mineral rights or interests in the Property, except for the following (none if nothing inserted): _____

19.2 The Buyer, during the period of this contract, will be given the opportunity to examine the Property and upon closing shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the Property.

19.3 It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

¹ See Addendum

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19.4 Each of the parties hereby represents and warrants to the other that it has all requisite power to enter into this contract and to perform the terms, covenants and conditions hereof; that the execution and delivery of this contract has been duly authorized by all necessary persons or entities, and when executed and delivered, this contract will be a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and that its signatory is duly authorized and empowered to execute this contract on its behalf.

20. BROKER'S ACKNOWLEDGEMENT

(a) The parties acknowledge that there are no other Broker(s) involved in this transaction except as follows:

Buyer Superior One Realty - Ronald G. Winn

Seller Crest Commercial Realty

(b) Buyer's broker shall receive a commission of 3 % of the purchase price/flat fee of \$ _____, to be paid by Seller at closing.

(c) Seller's broker shall receive a commission per the listing agreement or _____ to be paid by Seller at closing.
See Addendum.

21. PROFESSIONAL ADVICE AND ASSISTANCE: The parties acknowledge that the purchase of real estate encompasses many professional disciplines. While brokers possess considerable general knowledge, brokers are not experts on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. For these reasons, the parties are encouraged to seek professional advice. If the brokers provide the parties with referrals for such advice, the parties acknowledge that brokers do not warrant the services and/or products of those referrals.

22. NON-FOREIGN SELLER: Seller represents that at the time of acceptance of this contract and at the time of closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et seq., commonly known as "FIRPTA"). If either the sale price of the property exceeds \$300,000.00, or the Buyer does not intend to use the premises as a primary residence, then, at closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, required under FIRPTA signed under penalty of perjury, containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of FIRPTA. Buyer and its agents agree to keep Seller's social security number or other taxpayer identification number confidential.

23. CONTRACT TIME FRAMES: Should any date or a period of time or deadline set forth in the contract expire upon a weekend or government observed holiday, that date shall automatically be extended to the next business day by midnight, Columbus, Ohio time, unless otherwise noted in the contract. All references to "days" refer to calendar days unless otherwise specified.

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24. MISCELLANEOUS: Elite Land Title in Powell, Ohio will be used for title and closing.

See Addendum.

25. SIGNATURES: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail, email messages or text messages.

26. DURATION OF OFFER AND ACCEPTANCE: This offer shall be open for acceptance through March, Month ~~20~~ 31 Day 2023 Year 6pm Columbus, Ohio Time.

Buyer makes this offer on this _____ day of _____,

Lonnie Craft and or assigns
dotloop verified
03/27/23 7:02 PM EDT
GMUU-NRRV-PJWY-HDDX
(Buyer)

By: _____

By: _____

Phone _____

Fax _____

Email _____

Name of Buyer's Attorney _____

Deed to: _____

Seller accepts this offer on this _____ day of March, 2023.

Rodney Batie and Cynthia Batie
(Seller)

By: _____

By: _____

Phone _____

Fax _____

Email drrodbatie@aol.com

Name of Seller's Attorney David L. Layman

ALL PARTIES TO THIS CONTRACT MUST BE PROVIDED WITH A COPY.

ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

This Addendum to Real Estate Purchase Contract is made a part of the Real Estate Purchase Contract dated March 30, 2023 ("Contract") by and between Lonnie Craft and his assigns ("Buyer") and Rodney Batie and Cynthia Batie (collectively "Seller") for the property located at 1835 E. High Street, Springfield, Ohio 45505 (the "Property") and amends and supplements the Contract. In the event of any conflict or ambiguity between the terms of the Contract and the terms of this Addendum, the terms of the Addendum shall control.

5(b) Add the following sentences at the end of the paragraph: "If Buyer disapproves the documentation, then prior to the end of the 3-day review period Buyer may give Seller notice terminating the contract. If such termination notice is given timely, the earnest money deposit shall be returned to the Buyer. If Buyer does not deliver written notice terminating this contract prior to the end of the 3-day document review period, the contingency set forth in this paragraph (b) shall be deemed satisfied."

5(d) Add the following sentences at the end of the 1st paragraph: "Buyer shall give Seller at least one (1) business days' prior notice of any inspection of the Property. Seller may accompany Buyer and Buyer's agents during any inspection. No invasive testing shall be permitted without Seller's prior written consent. Buyer and Buyer's agents shall not unreasonably disturb the tenants. Buyer acknowledges that the tenants are medical offices and for privacy reasons certain areas may not be accessible during Buyer's inspections."

Add the following sentence at the end of the 2nd paragraph: Buyer agrees to indemnify, defend, and hold Seller harmless from all damages and injuries resulting from the negligence or willful misconduct by Buyer, or any of Buyer's employees, agents or contractors in connection with any entrance onto the Property. Buyer's obligations under this paragraph (d) survive termination or closing, as applicable, without time limitation."

Add the following sentence at the end of the 3rd paragraph: If Buyer does not deliver written notice terminating this contract prior to the end of the 15-day property inspection period, the contingency set forth in this paragraph (d) shall be deemed satisfied.

5(f) Add the following sentences at the end of the paragraph: "If Buyer disapproves the feasibility review, then prior to the end of the 15-day review period Buyer may give Seller notice terminating the contract. If such termination notice is given timely, the earnest money deposit shall be returned to the Buyer. If Buyer does not deliver written notice terminating this contract prior to the end of the 15-day feasibility review period, the contingency set forth in this paragraph (f) shall be deemed satisfied."

6. Add the following sentence at the end of the paragraph: "Prior to closing Seller and Buyer shall arrange for a final reading for each utility for the Property and to transfer all utilities to Buyer at closing."

8. Add the following sentence at the end of the paragraph: "Notwithstanding the foregoing to the contrary, Buyer shall not be released from Buyer's obligations to repair the Property and to indemnify, defend, and hold Seller harmless as provided in paragraph 5(d)."

10. Before the words "the same" in line 2 add the word "substantially."

11. In the 1st paragraph, the 2nd sentence after the word "Broker" add the words "Seller and Seller's attorney."

In the 2nd paragraph add the following sentence: "Seller may, at its option, within thirty (30) days after a written notice thereof, remedy or remove any such lien, et. or obtain title insurance without exception therefore or decline to remedy or cure such title matter(s)."

In the 3rd paragraph in line 1 before the words "Buyer may" add the words "as Buyer's sole remedy."

In the 5th paragraph, add the following sentence: "If Closing occurs, at Closing Seller shall pay one-half (1/2) of the cost of: (a) the title commitment, and (b) the base Owner's title insurance policy."

13. Add the following sentence at the end of the Section: "The tax prorations and credits are final as of Closing and not subject to post-closing adjustment."

14. Add the following sentences at the end of the 1st paragraph: EXCEPT FOR SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS CONTRACT AND ANY CONVEYANCE DOCUMENTS, BUYER AGREES THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS", "WHERE IS" CONDITION AND OTHERWISE WITH ALL FAULTS AND DEFECTS AS OF THE CLOSING DATE AND THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT, THERE ARE AND HAVE BEEN NO REPRESENTATIONS, WARRANTIES, GUARANTEES, STATEMENTS OR INFORMATION, EXPRESSED OR IMPLIED, WHATSOEVER MADE OR FURNISHED TO BUYER BY SELLER, OR ANY OF SELLER'S AGENTS IN CONNECTION WITH THE SALE OF THE PROPERTY.

In the 2nd paragraph, in line 3 after the words "the closing" add the words "for a period of one (1) year, unless otherwise expressly provided."

17. In line 4 add the word "substantially" after the words "will be in"

20. No commission is due if closing does not occur for any reason.

24. Add the following:

If Buyer does not exercise timely Buyer's right to terminate the contract pursuant to Section 5, the earnest money deposit shall be non-refundable and shall be paid to Seller in the event closing does not occur for any reason other than the termination of the contract pursuant to Section 8 or Section 9 or in the event of Seller's default.

At closing the leases for the Property shall be assigned to and assumed by Buyer by a separate, written assignment of leases. In connection with the leases, Buyer shall maintain the sign at the corner of High Street and S. Hubert Avenue with the names of the tenants of the Property.

Buyer acknowledges that a former tenant (Dr. Cromwell) has retired and left patient files in his space for retrieval by his patients and Dr. Cromwell and Seller have an agreement for Dr. Batie to control access to Dr. Cromwell's premises and coordinate the delivery of patient files. Buyer agrees that if closing occurs that until such time as Buyer needs access to Dr. Cromwell's space to commence renovations and lease the premises that Dr. Cromwell's patient records may remain in Dr. Cromwell's former premises, subject to Dr. Batie's access and control without charge to Dr. Cromwell or Dr. Batie. At such time as Buyer plans to commence renovations and lease the premises, Buyer shall give Dr. Batie not less than fifteen (15) days prior written notice to permit Dr. Batie to arrange the removal of Dr. Cromwell's records from such premises.

This Addendum may be executed in multiple counterparts, which together constitute the agreement of Seller and Buyer. An executed copy of this Addendum delivered by email (pdf) and/or an electronically signed copy of this Addendum shall each be effective as an original.

Agreed:

Buyer:
Lonnie Craft

Seller:
Rodney Batie and
Cynthia Batie

By: _____

Rodney Batie

Its: _____

Cynthia Batie

Date: _____

Date: _____