

FILED  
CLARK COUNTY AUDITOR

**Clear Form**

Tax year 2025 BOR no. 2025-025  
County Clark Date received 1/22/2026

DTE 1  
Rev. 12/22

JAN 22 2026

HARRY HAMILTON  
AUDITOR

**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.

1. Owner of property		Name FOUNTAIN VILLAGE LLC		Street address, City, State, ZIP code 101 Derby Ct., Springfield Ohio 45503	
2. Complainant if not owner					
3. Complainant's agent		Ryan Crossley, Esq., c/o KMCY Law		250 E. Town St., Ste 200, Columbus Ohio 43215	
4. Telephone number and email address of contact person 614-338-5118					
5. Complainant's relationship to property, if not owner Attorney					
If more than one parcel is included, see "Multiple Parcels" instruction.					
6. Parcel numbers from tax bill			Address of property		
340-07-00036-313-014			N. Fountain Blvd., Springfield Ohio		
7. Principal use of property					
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		
3400700036313014	500,000.00	976,960.00	-476,960.00		
9. The requested change in value is justified for the following reasons: Arm's length sale between unrelated parties, based on actual amount paid (Total Paid \$500,000.00; Contract price \$362,500.00 + donation to Seller \$137,500.00) on March 21, 2025. Closing Statement and Purchase Agreement attached.					

10. Was property sold within the last three years?  Yes  No  Unknown If yes, show date of sale 03/21/2025  
and sale price \$ 500,000.00 ; 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.

- 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 01/22/2026 Complainant or agent (printed) Ryan Crossley Title (if agent) Attorney

Complainant or agent (signature) 

Sworn to and signed in my presence, this 22 day of January 2026

Notary 



**Trisha Sanderson**  
Notary Public, State of Ohio  
My Commission Expires 03-04-2026



**Amerititle, a division of Chicago Title Insurance Company**

150 East Main St, Columbus, OH 43215  
 Phone: (614)224-7440 | Fax: (614)224-1805

**MASTER STATEMENT**

Settlement Date: March 21, 2025  
 Disbursement Date: March 21, 2025

Escrow Number: C23080007  
 Escrow Officer: Lisa J. Berger  
 Email: lisa.berger@amerititle.net

Borrower: Fountain Village, LLC

Seller: Community Mercy Health Partners  
 1343 & 1345 N. Fountain Avenue  
 Springfield, OH 45504

Property: 1343 & 1345 N. Fountain Avenue  
 Springfield, OH 45504

Lender:

SELLER			BORROWER	
\$ DEBITS	\$ CREDITS		\$ DEBITS	\$ CREDITS
	✓ 362,500.00	<b>FINANCIAL CONSIDERATION</b>	362,500.00	
		Contract sales price		
		Deposit or earnest money from Fountain Village, LLC		25,000.00
46,448.00		Prepaid work credit		46,448.00
		<b>PRORATIONS/ADJUSTMENTS</b>		
3,290.66		County taxes at \$4,549.59 07/01/24 to 03/21/25		3,290.66
	✓ 137,500.00	Donation	137,500.00	
	1,250.00	Appraisal Credit	1,250.00	
		<b>TITLE &amp; ESCROW CHARGES</b>		
300.00		Settlement or closing fee to Amerititle, a division of Chicago Title Insurance Company	300.00	
1,800.00		Search and update charges to Amerititle, a division of Chicago Title Insurance Company		
100.00		Commitment Fee to Amerititle, a division of Chicago Title Insurance Company		
		Commitment Fee to Amerititle, a division of Chicago Title Insurance Company	100.00	
2,187.50		Owner's policy premium to Amerititle, a division of Chicago Title Insurance Company		
		Loan policy premium to Amerititle, a division of Chicago Title Insurance Company	125.00	
		Survey (OP) to Amerititle, a division of Chicago Title Insurance Company	100.00	
		Policies to be issued:		
		Owners Policy		
		Coverage: \$500,000.00 Premium: \$2,187.50		
		Version: ALTA Owner's Policy 2021 - OH (12/01/2022)		
		Loan Policy		
		Coverage: \$0.00 Premium: \$125.00		
		Version: ALTA Loan Policy 2021		
		<b>GOVERNMENT CHARGES</b>		
150.00		Recording & rec svc fees to Clark County Recorder	150.00	
1,451.50		City/County tax/stamps (\$1,451.50) to Clark County Auditor		
55,727.66	501,250.00	<b>Subtotals</b>	502,025.00	74,738.66
		<b>Balance Due FROM Borrower</b>		427,286.34
446,622.34		<b>Balance Due TO Seller</b>		
501,250.00	501,250.00	<b>TOTALS</b>	502,025.00	502,025.00

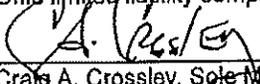
**SIGNATURE PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:**  
Closing Statement

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S): FOUNTAIN VILLAGE, LLC

BY:

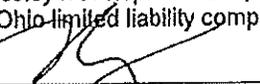
Crosstowne Properties, Ltd.  
an Ohio limited liability company, *as MEMBER*

BY:   
Craig A. Crossley, Sole Member

03/21/2025  
Date

03/21/2025  
Date

Crossley Development Ltd.,  
an Ohio limited liability company, *as Member*

BY:   
Ryan D. Crossley, Sole Member

SELLER(S):

Community Mercy Health Partners  
an Ohio nonprofit corporation

BY: \_\_\_\_\_  
Matt Crawford,

\_\_\_\_\_  
Date

**SIGNATURE PAGE TO BE ATTACHED TO THE FOLLOWING DOCUMENT:**  
Closing Statement

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

**BUYER(S):**

Crosstowne Properties, Ltd.  
an Ohio limited liability company

\_\_\_\_\_  
Date

BY: Crosstowne Properties, Ltd.,  
an Ohio limited liability company  
Its: Member

BY: \_\_\_\_\_  
Craig A. Crossley, Sole Member

BY: Crossley Development Ltd.,  
an Ohio limited liability company  
Its: Member

BY: \_\_\_\_\_  
Ryan D. Crossley, Sole Member

**SELLER(S):**

Community Mercy Health Partners  
an Ohio nonprofit corporation

BY:   
Matt Crawford, Authorized Representative

3/21/25  
Date

## REAL ESTATE PURCHASE AND SALE CONTRACT

This REAL ESTATE PURCHASE AND SALE CONTRACT (the "Contract") is dated as of the date of the last party to sign (the "Effective Date") by and between CP Mercy Fountain, LTD., an Ohio limited liability company, ("Buyer") and COMMUNITY MERCY HEALTH PARTNERS, an Ohio nonprofit corporation, successor by merger and formerly known as Mercy Health System – Western Ohio, an Ohio nonprofit corporation, successor by merger and formerly known as Mercy Medical Center of Springfield, an Ohio nonprofit corporation, formerly known as Mercy Medical Center of Springfield Ohio, an Ohio nonprofit corporation ("Seller").

1. MASTER PARCEL: Seller is the owner of three (3) parcels of real estate located near the northwest corner of N. Fountain Boulevard and W. McCreight Avenue, Springfield, Ohio 45504 which is bounded on the west by Pythian Avenue, on the north by Sunnyside Place, on the east by Fountain Boulevard and on the south by W. McCreight Avenue, and more specifically identified as Clark County Ohio Parcels 34007000363131010, 3400700036313005, and 3400700036313003 (collectively, the "Master Parcel").

- a. CONSOLIDATION PLAT: Within sixty (60) days after the Effective Date, Buyer, at Seller's expense, shall cause a consolidation plat to be prepared, consolidating the Master Parcel into one (1) parcel, ("Consolidation Plat") and present the Consolidation Plat to Seller for Seller's review and approval, not to be unreasonably withheld. Once the Consolidation Plat has been approved by Seller, Buyer, at Seller's expense, shall be responsible for obtaining the approval of the Consolidation Plat by the appropriate governmental agencies and for recording the approved Consolidation Plat with the appropriate governmental agencies. Buyer shall obtain Seller's approval, not to be unreasonably withheld, before incurring such costs.
- b. SUBDIVISION PLAT. Within ninety (90) days after the Effective Date, Buyer, at Seller's expense, shall cause a subdivision plat to be prepared, subdividing the consolidated Master Parcel into two (2) parcels, ("Subdivision Plat") and present the Subdivision Plat to Seller for Seller's review and approval, not to be unreasonably withheld. One of the parcels shall consist of approximately 14.5 acres, with dimensions substantially consistent with the configuration outlined by a cross-hatched pattern on Exhibit A attached hereto, which, upon Seller's approval, not to be unreasonably withheld, shall constitute the "Property." For the avoidance of doubt, the Property shall not include the real estate and improvements currently occupied by the Mercy Imaging and Lab Center, the so-called "Bungalows" housing units, and the pediatric rehabilitation facility and immediately adjacent parking areas. The other parcel (the "Remainder Parcel") shall be retained by Seller at Closing. Once the Subdivision Plat has been approved by Seller, Buyer, at Seller's expense, shall be responsible for obtaining the approval of the Subdivision Plat by the appropriate governmental agencies so that the Property and the Remainder Parcel qualify as legally transferable parcels. Buyer, at Seller's expense, shall cause the approved Subdivision Plat to be recorded with the appropriate governmental agencies. Buyer shall obtain Seller's approval, not to be unreasonably withheld, before incurring such costs.

2. PROPERTY: Seller will sell the Property to Buyer and Buyer will purchase the Property from Seller pursuant to the terms and conditions of this Contract. As used in this Contract, the term, "Property," will also include all improvements, rights, licenses, privileges, and benefits owned by Seller which relate to the land, existing at Closing, including without limitation the following:

- a. The improvements now or hereafter located on or constructed thereon, and all easements, tenements, hereditaments, rights, licenses, privileges, and appurtenances, whether or not of record, in any way belonging thereto; and

- b. All right, title and interest in and to any streets, roads, alleys or other public ways adjoining the Property, including, without limitation, any land lying in the bed of any street, road, alley or other public way, open or proposed, and any strips and rights-of-way adjoining the Property.

3. PRICE/ DONATION:

- a. Purchase Price: The purchase price for the Property is Twenty-Five Thousand Dollars (\$25,000.00) per acre ("Purchase Price"), which is estimated to be \$362,500.00 based on 14.5 acres, payable at Closing. For clarity, if the actual acreage of the Property is less than or more than 14.5 acres, the Purchase Price shall be equitably adjusted and calculated by multiplying the actual acreage by \$25,000.00. The Deposit (as defined below) shall be applicable to the Purchase Price at Closing.
- b. Donation: At Closing, Buyer shall provide Seller with a donation to Seller's charitable organization in an amount equal to \$9,482.76 per acre ("Donation"), which is estimated to be \$137,500.00 based on 14.5 acres. For clarity, if the actual acreage of the Property is less than or more than 14.5 acres, the Donation shall be equitably adjusted and calculated by multiplying the actual acreage by \$9,482.76. Seller's use of the Donation shall be unrestricted.

4. CONTINGENCIES: Buyer shall have the following contingencies: A) "Inspection Period": 90 days commencing as of the Effective Date. During the Inspection Period, Buyer, at Buyer's sole cost, is to inspect the Property for hazardous materials, to review and approve matters affecting title and survey, to evaluate whether the Property may be redeveloped for Buyer's intended use, to obtain, review and approve the Boundary Line Documents, and to complete any other inspections and studies required by Buyer (collectively, "Inspections"); B) "Entitlement Period": 180 days commencing as of the date after the expiration of the Inspection Period. During the Entitlement Period, Buyer, at Buyer's sole cost, shall use good faith efforts to pursue all governmental approvals and permits for Buyer's intended use of the Property, including but not limited to any rezoning of the Property and any economic incentives, and to approve the Development Agreement (defined below) and the Boundary Line Documents (collectively, the "Entitlements"). Provided that Buyer is exercising good faith efforts to satisfy the Entitlements, Buyer shall have the right to extend the Entitlement Period for up to three (3) additional 30-day periods upon written notice to Seller. Buyer will, and will cause its agents or contractors to, perform any activity related to the Inspections or Entitlements in such a manner so as not to disturb the business operations of Seller or of any occupant of the Master Parcel. If Buyer is unable to satisfy the Inspections or Entitlements for any reason, Buyer may at its sole discretion terminate this Contract upon written notice to Seller prior to the expiration of the applicable period, in which case the Contract shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations pursuant to this Contract except such obligations that expressly survive the expiration or termination of this Contract. If Buyer does not terminate the Contract as of 11:59 pm on the last day of the Entitlement Period, then the Deposit shall become nonrefundable to Buyer except in the event of Seller's default. After completion of the Inspection Period, Buyer, or its agents or designees, will promptly and diligently restore the Property to as good a condition as existed immediately prior to any such Inspections to the extent reasonably practicable. Buyer agrees to indemnify and hold Seller harmless from all actual loss, liability, claim and expense (including reasonable attorneys' fees) arising from the acts or omissions of Buyer, its agents or designees on the Property in the performance of such Inspections and any other due diligence activity, including, but not limited to, mechanics' liens, damage to persons or property, and third party claims. This indemnification obligation shall survive the expiration or termination of this Contract and Closing.

5. POSSESSION: Buyer shall be provided exclusive possession of the Property upon the Closing. During the Inspection Period, Buyer and Seller shall cooperate in good faith to agree upon the form of a separate development agreement that will set forth certain obligations of each of the parties with respect to the Property (the "Development Agreement"). The Development Agreement will require, among other mutually agreed upon terms, that: (a) Buyer and Seller work together in good faith on finalizing a mutually beneficial site plan, access

easements (to the extent necessary) including the locations of driveways and access points, Seller's landscape buffers surrounding the existing commercial structures on the Remainder Parcel and coordinated signage for the Remainder Parcel and Property (including possible relocation or combination and/or replacement of Seller's signage to mutually acceptable location(s)) and (b) Buyer shall complete (and obtain performance bonds as required by the City of Springfield) the contemplated residential project in a professional first class manner in conformance with all laws and zoning regulations utilizing licensed subcontractors (as required) and with new quality materials similar in nature to other recent housing projects completed by affiliates of Buyer in and around Springfield, Ohio (i.e., Derby Glen Village and Prestwick Village), including homes/housing units featuring exterior masonry components, dimensional shingles, attached garages, open floor plans and professionally landscaped exterior areas (including a requirement that any apartment units would be of similar like type quality), subject to market conditions and Buyer's reasonable business discretion based on Buyer's business experience. The Development Agreement shall be subject to Buyer and Seller's written consent, not to be unreasonably withheld. The Development Agreement shall also include a right of first refusal ("ROFR") in favor of Seller, on behalf of its employees, to purchase or rent any housing units developed or constructed on the Property at market price or upon such other terms as reasonably agreed to by Buyer and Seller. With respect to the ROFR, among other terms, Buyer shall provide Seller with written notice at least 90 days prior to Buyer's marketing or listing of the unit(s) for sale or lease to the general public, and Seller shall be required to timely exercise or waive, in writing, such ROFR within a reasonable time period, to be no less than thirty (30) days, after Seller's receipt of Buyer's notice, which will contain all material terms related to Buyer's sale or lease of the unit(s), including but not limited to the pricing. Upon Closing, the parties agree to have the ROFR memorialized as an encumbrance against the Property in an instrument to be recorded with the Clark County Recorder's Office. Such instrument shall be deemed a Permitted Exception (as defined below). As a condition of Closing, the parties shall agree on a final executable version of the Development Agreement, which will be signed by the parties as one of the Closing documents.

6. OPERATING EXPENSES: Until Closing, Seller, at Seller's expense, will continue to maintain the Property in accordance with its normal course of business, subject to Buyer's obligation to restore the Property as provided in Section 4.

7. RISK OF LOSS: Risk of loss from casualty, condemnation or any other reason (excluding as a result of the act or omission of Buyer, its employees, agents, representatives, or of any person acting on Buyer's behalf) of the Property shall be borne by Seller until Closing.

8. AS-IS WHERE-IS: At Closing Buyer accepts the Property in its AS-IS WHERE-IS condition provided, however, Seller agrees that upon delivery of the deed, the Property shall be in the same condition as of the Effective Date, reasonable wear and tear and any damage arising from the activity of Buyer, its agents or contractors, excepted. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer all reports, inspections, studies, surveys, utility information, tax information and other information, in Seller's possession, with respect to the Property, including without limitation all environmental reports, studies, inspections and closure letters and correspondence related to the demolition of the prior buildings on the Property. Seller represents and warrants to Buyer that, to Seller's actual knowledge as of the Effective Date, without investigation, Seller knows of no hazardous materials or unsuitable soils existing on the Property except as otherwise disclosed by a Phase I Environmental Site Assessment, if any.

9. TITLE: Buyer, at Seller's expense, shall obtain from Closing Agent (defined below) an owner's title insurance commitment and policy in the amount of the Purchase Price. The 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 Closing, in accordance with the Ohio State Bar standards, and 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 and (e) covenants, restrictions, conditions and easements of record that do not interfere with Buyer's intended use (items (a) through (e) to be collectively known

as "Permitted Exceptions"). Seller shall pay for the cost of the title commitment, title policy, and binder in the amount of the Purchase Price. Buyer shall pay for the cost of any additional title coverage required by Buyer, including but not limited to any endorsements. During the Inspection Period, Buyer may notify Seller in writing of any liens, encumbrances, easements, conditions, restrictions or encroachments or other matters affecting title or survey that interfere with Buyer's intended use of the Property. Within ten (10) days after receipt of Buyer's notice, Seller will either: (i) promptly notify Buyer that it does not intend to remedy such title and/or survey objection or (ii) attempt to cure such objection to Buyer's reasonable satisfaction. If Seller elects not to cure the title and/or survey objection or is unable to cure or remove such title and/or survey objection made under this provision to Buyer's satisfaction within such ten (10)-day period, then Buyer will have until the last day of the Entitlement Period to elect to either: (i) terminate this Contract, in which event the Deposit will be refunded to Buyer and the parties will have no further obligations pursuant to this Contract except such obligations that expressly survive the termination or expiration of this Contract, or (ii) proceed to close pursuant to the terms of this Contract and accept title to the Property subject to such objection which shall become a Permitted Exception. Failure to terminate the Contract by the last day of the Entitlement Period will be deemed Buyer's election to proceed to close. Neither Seller's election not to cure a title and/or survey objection nor Seller's failure to cure or remove a title and/or survey objection shall be deemed a default by Seller under this Contract. At Closing, Seller shall sign Closing Agent's customary owner's form affidavit, provided such affidavit is reviewed and approved by Seller, such approval not to be unreasonably withheld. From the Effective Date Seller shall not enter into any agreements affecting the Property that would survive the Closing without Buyer's consent. Buyer shall during the Inspection Period obtain at Seller's cost an ALTA survey and legal description for the Property ("Boundary Line Documents"), which shall be subject to Seller and Buyer's reasonable approval. Once approved by Seller and Buyer, the new legal description for the Property shall be incorporated herein as Exhibit B. Buyer shall then utilize the Boundary Line Documents to finalize its site plan and to finalize any necessary subdivision documents. Buyer shall obtain Seller's prior approval, not to be unreasonably withheld, of all costs related to the Boundary Line Documents.

10. CLOSING: The date of closing ("Closing") shall be 30 days after the expiration or waiver of the Entitlement Period. At Closing, Seller shall pay from the proceeds, to the extent applicable and not exempt, transfer taxes and deed preparation fees and shall convey transferable title to the Property by limited warranty deed (the "Deed"), subject only to the Permitted Exceptions. Buyer will bear all other recording costs in connection with the conveyance of the Deed, including but not limited to the costs of recording any mortgage obtained by Buyer in conjunction with the transaction contemplated hereby, and Buyer's other expenses incurred in connection with this transaction. Buyer will reimburse Seller for one-half (1/2) of the cost of that certain appraisal dated May 5, 2023, with an effective date of April 4, 2023, performed by The Robert Weiler Company. Any closing fee or other closing expenses charged by the Closing Agent shall be divided into two (2) equal shares, with Buyer and Seller each responsible for one (1) share. The Deed will include the following Deed Restriction, which will be deemed a Permitted Exception:

*Deed Restriction: For the time period that is the longer of: (a) thirty (30) years after the recording date of the Deed; and (b) the time period during which Community Mercy Health Partners, or its affiliate (collectively, "Mercy") owns or possesses an interest in any real estate that is within a thirty-five (35) mile radius of the Property; no portion of the Property shall be used:*

- a. For providing services or counseling for abortion, sterilization, or euthanasia; or*
- b. For providing any healthcare services, including but not limited to medical office, private medical practice (group or office), hospital, medical clinic, ambulatory care, surgery center, laboratory, radiology,*

*imaging or other diagnostic testing, physical therapy or other rehabilitation services, without the prior written consent of Mercy, which consent may be granted, denied, or conditioned in Mercy's sole discretion; or*

- c. *For providing massages, a go-go dance bar, an adult bookstore, or similar type of adult commercial business.*

*The foregoing shall not prohibit the provision of incidental in-home healthcare services performed for occupants in private residences on a temporary basis.*

*Inquiries or requests related to the Deed Restriction shall be delivered to Bon Secours Mercy Health, 1701 Mercy Health Place, Cincinnati, Ohio 45237, Attn.: Real Estate Counsel.*

11. **TAXES AND ASSESSMENTS:** At Closing, Seller shall pay from the proceeds or credit on the Purchase Price all unpaid real estate taxes, including penalty and interest, all assessments that are a lien on the Property and all agricultural use tax recoupments for years prior to the year of Closing. At Closing, Seller shall also pay from the proceeds or credit on the Purchase Price all other unpaid real estate taxes and assessments and agricultural use tax recoupments with respect to the Property for the year of Closing, all prorated through date of Closing and, if undetermined, based on most recent available tax rate and valuation, whether or not certified. All prorations at Closing shall be final at Closing.

12. **DEPOSIT:** Within 3 days after the Effective Date, Buyer shall deposit with Chicago Title d/b/a Amerititle Downtown, 150 E. Main Street, Columbus Ohio, attn. [Lberger@Amerititle.net](mailto:Lberger@Amerititle.net) ("Closing Agent") an earnest money deposit of \$25,000.00. Closing Agent shall deposit the earnest money deposit in an interest-bearing account. The earnest money deposit, plus all interest earned thereon, is referred to in this Contract as the "Deposit."

13. **DEFAULT:**

- a. **Default by Seller.** If Seller fails or refuses to perform or defaults hereunder, Buyer will then be entitled to either: (i) terminate the Agreement, in which event the Deposit shall be returned to Buyer and Buyer will recover from Seller its documented out-of-pocket expenses incurred in connection with this transaction, up to a maximum of Fifty Thousand and 00/100 Dollars (\$50,000.00), all other damages being waived; or (ii) within ninety (90) calendar days after the date that the Closing was to occur, time to be of the essence, file a suit in Clark County, Ohio, for specific performance of Seller's obligations under this Contract, without any reduction in the Purchase Price. If Buyer elects to seek specific performance, Buyer shall have no right to seek or recover any damages from Seller, except that if Buyer prevails in Buyer's complaint and Seller is compelled by the court to convey the Property to Buyer, Seller shall reimburse Buyer for Buyer's documented out-of-pocket expenses for legal fees incurred in such action. Buyer shall be barred from suing Seller for specific performance as provided for hereunder if such a suit is not filed in the Clark County, Ohio Common Pleas Court within ninety (90) calendar days after the date the Closing was to occur. Regardless of the reason for Seller's default or Buyer's election of remedies, in no event shall Buyer be entitled to recover from Seller any damages for loss of opportunity, lost or anticipated profits, or any other damages not specifically provided for herein.

- b. Default by Buyer. If Buyer fails to or refuses to perform or defaults hereunder, then Seller will, as its sole and exclusive right and remedy, receive the Deposit, as liquidated damages and not as a penalty (Seller and Buyer hereby acknowledging and agreeing that it is not possible otherwise to measure Seller's damages from Buyer's default, including Seller's costs, expenses and fees in connection therewith), and neither party will have any further rights, obligations or liabilities hereunder, except for those rights, obligations, or liabilities that expressly survive the termination of the Contract.

14. MISCELLANEOUS: This Contract constitutes the entire agreement between the parties. Any amendments to this Contract shall be in writing signed by Buyer and Seller. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Buyer may assign this Contract to an entity controlled by or affiliated with Buyer. Time is of the essence concerning all provisions of this Contract. This Contract shall be interpreted and enforced under the laws of the State of Ohio. Buyer and Seller shall keep confidential the economic terms and timelines of this Contract, except for necessary disclosures to their attorneys, accountants, consultants, employees, potential investors, end users and the applicable municipality, if required. The foregoing shall not prevent Seller and/or Buyer from marketing for sale or rent housing units on the Property, and Seller and Buyer anticipate making coordinated public announcements concerning the development of the Property. During the pendency of this Contract Seller shall not market, solicit or negotiate other offers for the sale or leasing of the Property. In the event of a breach of this Contract, the non-defaulting party shall be entitled to be reimbursed for their actual attorneys' fees, to be set by the court of competent jurisdiction in any such action.

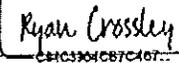
15. NO BROKERS/AGENTS: Seller and Buyer each acknowledge that there are no brokers involved with this Contract. Seller and Buyer agree to indemnify and hold the other harmless from and against all claims, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by any broker, consultant, finder or like agent with whom such party has dealt or negotiated.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller, by and through their duly authorized representatives, have executed this Real Estate Purchase and Sale Contract as of the Effective Date.

**BUYER:**

CP Mercy Fountain, LTD.,  
an Ohio limited liability company

BY:  \_\_\_\_\_  
C11C3304C87C167...

Print Name: Ryan Crossley

Title: Authorized Signatory

Date: 8/2/2023 | 12:58 PM EDT

Notice Address: KMFY Law, 250 E. Town Street, Suite 200, Columbus Ohio 43215;  
[Rcrossley@kmfy.com](mailto:Rcrossley@kmfy.com); and [Crossley08@att.net](mailto:Crossley08@att.net)

Agreed to and accepted by:

**SELLER:**

COMMUNITY MERCY HEALTH PARTNERS,  
an Ohio nonprofit corporation

BY:  \_\_\_\_\_

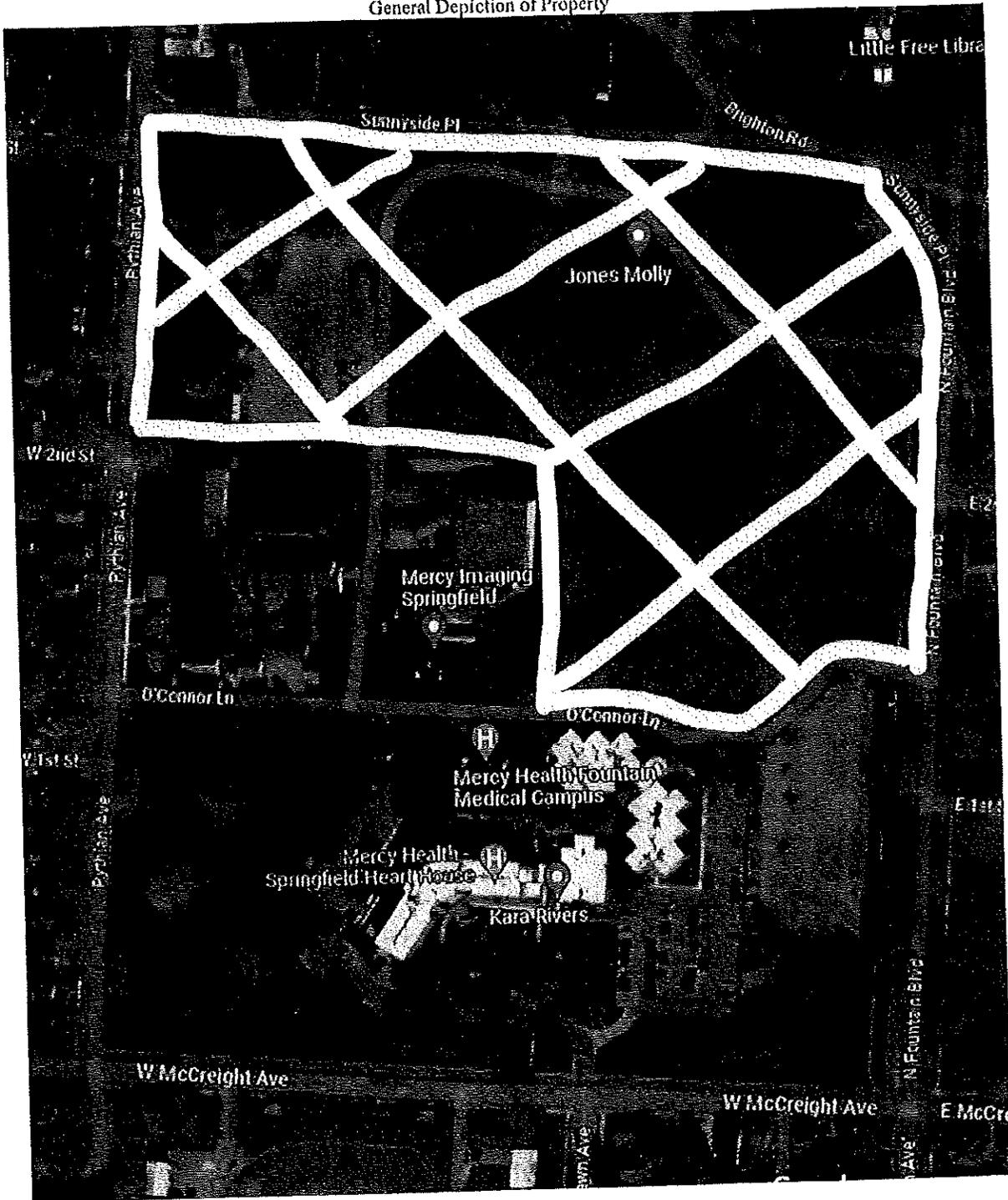
Print Name: Adam Groshans

Title: Market President

Date: 8.8.2023

Notice Address: Matt Crawford, VP, Bon Secours Mercy Health, 1701 Mercy Health Place, Cincinnati, Ohio 45237; [mCrawford1@mercy.com](mailto:mCrawford1@mercy.com) and [AGGroshans@mercy.com](mailto:AGGroshans@mercy.com); with a copy delivered to Dan Dutro, 9011 Terwilligersridge Drive, Cincinnati, Ohio 45249 ([DGDutro1@mercy.com](mailto:DGDutro1@mercy.com)).

Exhibit A  
General Depiction of Property



**Exhibit B**  
**Legal Description**  
[to be attached in future, upon completion of Boundary Line Documents, pursuant to Section 9]

**Re: Board of Revision Complaint**

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**From** Draper, Bethany N. <bndraper@clarkcountyohio.gov>  
**Date** Thu 1/22/2026 1:26 PM  
**To** Ryan Crossley <rcrossley@kmcylaw.com>

Ryan,

We will need the original signed copy mailed in or dropped off before March 31st.

Thanks,

Bethany Draper (formerly Bethany Moehn)  
Clark County Auditor's Office  
bndraper@clarkcountyohio.gov  
(937) 521-1886



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**From:** Ryan Crossley <rcrossley@kmcylaw.com>  
**Sent:** Thursday, January 22, 2026 12:54 PM  
**To:** Draper, Bethany N. <bndraper@clarkcountyohio.gov>  
**Subject:** Board of Revision Complaint

You don't often get email from rcrossley@kmcylaw.com. [Learn why this is important](#)  
Good afternoon,

Attached is a board of revision complaint for Parcel 340-07-00036-313-014.

Do you also need this sent to your office by Certified Mail, or are you able to accept this email submission?

Thank you.

Thanks,

**Ryan D. Crossley**  
Partner  
**Kooperman | Mentel | Crossley | Yaross**  
250 E. Town Street, Suite 200 | Columbus, Ohio 43215  
Phone: [614.344.4800](tel:614.344.4800) | Direct: [614.441.0264](tel:614.441.0264)  
[kmcylaw.com](http://kmcylaw.com)

**COMMERCIAL PROPERTY RECORD CARD**

**CLARK COUNTY**

Situs : N FOUNTAIN BLVD Map ID: 340-07-00036-313-014

LUC: 400-COMMERCIAL VACANT LAND

Card: 1 of

Tax Year: 2025

Printed: 01/23/26

CURRENT OWNER	GENERAL INFORMATION
COMMUNITY MERCY HEALTH PARTNERS	Routing No. 0036-02 006-00 Class C-Commercial Living Units Neighborhood 340C5000 Alternate Id District Zoning CAUV
Field Review Flag:	

Property Notes	Note Codes:
TY25 SPLIT FROM 013	

Type	Rate	Size	Influence Factors	Inf %	Value
8-Undeveloped AC	60984	16.020			976,960
Total Acres: 16.02					Legal Acres: 16.02

Assessment Information					
	Assessed	Appraised	Cost	Income	Market
Land	341,940	976,960	976,960	0	0
Building	0	0	0	0	0
<b>Total</b>	<b>341,940</b>	<b>976,960</b>	<b>976,960</b>	<b>0</b>	<b>0</b>
Value Flag 1-COST APPROACH Manual Override Reason Base Date of Value Effective Date of Value					

Entrance Information		
Date	ID	Entry Code

Permit Information		
Date Issued	Number	Price Purpose

Sales/Ownership History			
Transfer Date	Price	Type	Validity
03/24/25	362,500		
01/22/24			

Deed Reference			Deed Type		Grantor	
Deed Reference	Deed Type	Grantor	Legal Description	Parcel TieBack:	Range - Township - Section:	Addl. TieBack:
QC-Quit Claim Deed		COMMUNITY MERCY HEALTH PARTNERS	COMMUNITY MERCY HEALTH PARTNERS	PT S W QR	09 - 05 - 36	

Property Factors	
Topo:	1-Level
Utilities:	1-All Public
Street/Road:	1-Paved
Traffic:	2-Medium
Location:	6-Nbhd Or Spot
Spot Loc:	

Legal Description	
Parcel TieBack:	PT S W QR
Range - Township - Section:	09 - 05 - 36
Legal Descriptions:	COMMUNITY MERCY HEALTH PARTNERS



**COMMERCIAL PROPERTY RECORD CARD**

**CLARK COUNTY**

Situs : N FOUNTAIN BLVD

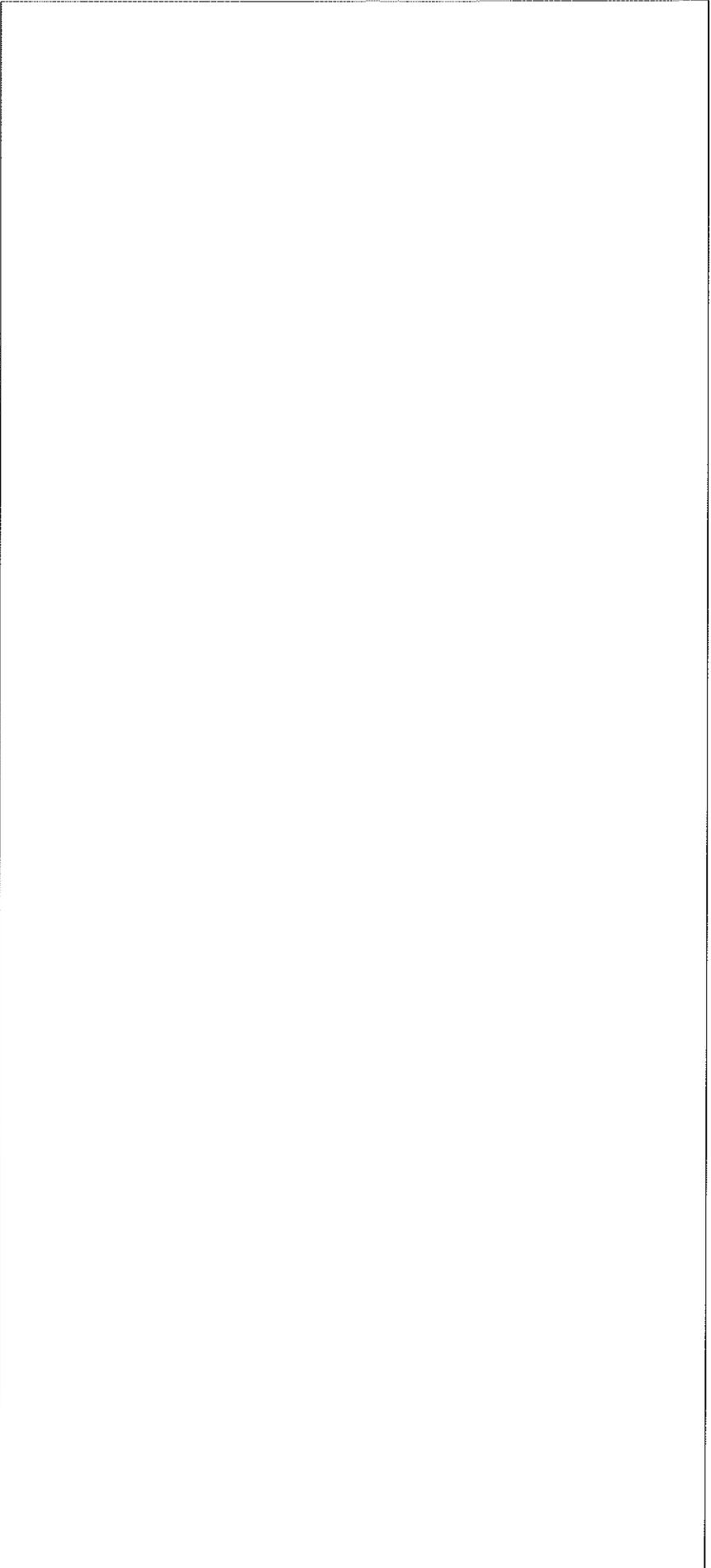
Parcel Id: 340-07-00036-313-014

LUC: 400-COMMERCIAL VACANT LAND

Card: 1 of

Tax Year: 2025

Printed: 01/23/26



**Additional Property Photos**

**COMMERCIAL PROPERTY RECORD CARD**

**CLARK COUNTY**

Situs : N FOUNTAIN BLVD Parcel Id: 340-07-00036-313-014 LUC: 400-COMMERCIAL VACANT LAND Card: 1 of Tax Year: 2025 Printed: 01/23/26

**Income Detail (Includes all Buildings on Parcel)**

Use Mod Grp Type	Inc Mod	Model Description	Units	Net Area	Income Rate	Econ Adjust	Potential Gross Income	Vac Model	Vac Adj	Additional Income	Effective Gross Income	Expense Model %	Expense Adj %	Expense Adj	Other Expenses	Total Expenses	Net Operating Income
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Line	Use Type	Per Bldg	Beds	Baths	Other	Units	Rent	Income
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**Apartment Detail - Building 1 of**

**Building Cost Detail - Building 1 of**

Total Gross Building Area  
 Replace, Cost New Less Depr  
 Percent Complete  
 Number of Identical Units  
 Economic Condition Factor  
 Final Building Value  
 NBHD Fact  
 Value per SF

**Notes - Building 1 of**

**Income Summary (Includes all Building on Parcel)**

Total Gross Rent Area  
 Total Gross Building Area

**Misc & Gross Building Values**

Misc Building No  
 Gross Building:  
 Misc Adjusted Value