



LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

City of Springfield

INTEROFFICE MEMORANDUM

DATE: June 27, 2014

RE: Landmarks Board meeting

Please, find attached the agenda for the Landmarks Board meeting on **July 2, 2014**. A tour will be held on Wednesday afternoon at 4:30 p.m. We will meet in front of the Busch Municipal Building.

Daniel Neal
Senior Planner

Landmarks Board

City of Springfield - Historic City Hall - Council Chambers
830 Boonville Avenue

July 2, 2014

5:30 p.m.



Laurel Bryant
Real Estate Representative
Chair

Monica Stegall
Commercial Street
Representative
Vice-Chair

David Eslick
Historian Representative

Ann Bayliff
At-Large Representative

Len Eagleburger
At-Large Representative

Gary Bishop
Walnut Street Representative

David Brown
Mid-Town Representative

Joel Thomas
Architect Representative

Nancy Crandall
At-Large Representative

I Roll Call

II Minutes

A. June 4, 2014

III Unfinished Business

A. Certificate of Appropriateness

B. Certified Local Government Review

C. Pre-Application Review

IV New Business

A. Certificates of Appropriateness

1. 209 E. Commercial: Restore second story windows

2. 300-308 W. Commercial: Replace existing rear balconies

3. 1040 E. Walnut: Rehabilitate existing and construct a new structure

4. 1046 E. Walnut: Rehabilitate existing and construct a new structure

5. 1144 E. Walnut: Rehabilitate existing and construct a new structure

B. Certified Local Government Review

1. National Historic Site: McDaniel Building, 316 Park Central West

C. Pre-Application Review

V Communications

VI Reports

A. Report on committees

1. Application

2. Demolition

3. Historic Sites and Districts

a. Mid-Century Modern – Potential Historic Structures

b. Ozarks Rock Structures Survey

4. Communications

5. Awards and Recognition

6. Design Guidelines

B. Administrative approval of C of A's

1. 1112 E. Walnut: Replace existing concrete steps in-kind to original

VII Any other matters that fall under the jurisdiction of the Board

VIII Adjournment

Note: In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's office at 864-1443 at least 3 days prior to the scheduled meeting.

MINUTES OF THE LANDMARKS BOARD

DATE: June 4, 2014

TIME: 5:30 pm

The regular meeting and public hearing of the Landmarks Board was held on the above date and time in City Council Chambers, third floor of Historic City Hall with the following members and City of Springfield staff in attendance: Laurel Bryant (Chair), Monica Stegall (Vice-chair), Ann Bayliff, David Eslick, Len Eagleburger, David Brown, Joel Thomas, Gary Bishop and Nancy Crandall; Daniel Neal, Senior Planner; Duke McDonald, Assistant City Attorney; Sandy Goddard Administrative Assistant.

ROLL CALL:

APPROVAL OF MINUTES: The minutes of April 2, 2014 were approved unanimously.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

A. Certificate of Appropriateness:

1. 1414 N. Benton Avenue: Construct a new back porch and deck addition.

Mr. Jeff Griggs, 1010 N. Farm Road 185, Springfield, commented they are building a screened-in back porch with an upper deck which will be added on to the new addition of the home. The foundation will be the same rock that's on the new part of the structure.

Mr. Neal reviewed the pictures of the old addition and where the porch will be constructed.

Mr. Griggs said the porch floor will be level with the exiting house.

Ms. Bryant clarified that this is being attached to a previously approved addition, so it's not attaching to the historic structure.

Mr. Eslick noted the historical significance of the home; it was Ralph Truman's home, brother of Harry Truman and there are some interesting stories about it. Mr. Eslick added it is a very historically significant Mid-town home and significantly historic to Springfield.

Mr. Eslick motioned to **approve** the Certificate of Appropriateness for 1414 N. Benton as presented. Mr. Brown **seconded** the motion. The motion **carried** as follows: Ayes: Bryant, Stegall, Eslick, Bayliff, Eagleburger, Bishop, Brown, Thomas, and Crandall. Nays: None. Abstain: None. Absent: None.

COMMUNICATIONS:

Ms. Bryant noted that she attended the CLG Forum stating it was a great forum and she could take time at the training meeting to review some of the information that was presented.

Mr. Neal stated that was a good idea adding if there are other topics that the Board would like to discuss, to let him know. Mr. Neal stated the Landmarks Training will be held on Wednesday, June 18, 2014 beginning at 5:00 p.m. The location will be the Busch Building 4th Floor Conference Room.

REPORTS:

Historic Sites and Districts

a. Mid-Century Modern – Potential Historical Structures

Ms. Stegall noted that she is anticipating taking pictures of the structures over the weekend. The initial package she put together was images from Google Earth and those are not the best images.

Ms. Bryant stated she has contact numbers of people who they need to speak to at Trinity and possibly invite them to lunch and start a dialog.

Ms. Bayliff stated that she has a friend that has pictures of Richard Stahl there at Trinity. Richard Crabtree has them.

Ms. Stegall stated that she was hoping to update some images of Trinity and put together a statement of why it is important and hopefully have it prepared to share at the Board training session so everyone can weigh in.

b. Ozarks Rock Structures Survey

Ms. Bryant commented on the Ozarks Rock Structures Survey asking if the binder could be brought to the training meeting.

Mr. Neal noted they have a resident expert here; Nancy Crandall has been studying the rock structures and looking over the material for her neighborhood and some of the structures in her neighborhood. She has spent some time with it. Mr. Neal noted he would bring those with him to the training meeting.

Ms. Crandall stated a few years back she traveled around Springfield and in the county and took pictures of the rock houses; since then her computer has died and she has lost the information. Ms. Crandall stated they are great houses, commenting it was fun study

Mr. Eslick asked Mr. Neal to contact Deb Sheals and get her power point presentation that she presented to the Landmarks Board when she brought the survey to them and possibly show that at the training session.

Mr. Neal noted he would ask Ms. Sheals about that.

Ms. Bryant reviewed the CLG Annual Report that indicates that the Board got their documentation in for the local CLG Preservation Commission for the fiscal year of 2013 and they appreciate Springfield's dedication to complete the report in a timely manner. It appears Springfield is doing an excellent job of maintaining an active historic preservation program commending them in their efforts to continue to educate the public and identify historic resources in the community.

Ms. Bryant stated that at the CLG meeting the National head of the CLG program was one of the speakers this time adding she has an interesting larger picture perspective and Missouri is at the top of her list because they have so many grant dollars going in the right places.

Ms. Stegall gave an update on the Commercial Street Design Guidelines; stating that she believes this has ended because a lot of the people helping with the effort stepped down. Commercial Club in general is going through a reorganization right now and Ms. Stegall commented that it should not be on the agenda anymore but as far as the administrative approval for signage she does feel like that is something that the Board should hear so if there is a way they can take care of that item.

Mr. Neal stated he would bring them any signage requests on Commercial Street. Mr. Neal suggested Ms. Stegall keep what she has completed and if it comes up again then the Board can start on that. Mr. Neal noted that Ms. Stegall would probably want to put as much time as she can into the Mid-Century Moderns structures.

Mr. Eslick stated that he wouldn't mind it being left on the agenda because the agenda goes out to some of those people and if they see that that's on there, maybe someone will step up, especially if there is an issue with signage.

Ms. Bryant stated she has no problem with leaving it on the agenda if it might generate interest. Ms. Bryant noted that they should thank Mr. Eslick for working so hard on attempting to save Timmons Temple.

Mr. Eslick said it has been an interesting process and he has learned a lot. There will be an open house on Sunday, June 8th, 2014 from 2 pm to 5 pm for people to view the church and make donations of any kind. Mr. Eslick commented it has been a good experience in that the City and the Community realizes there are historic buildings around that need to be saved and the Mid-Century push that we have going is a great time to start talking about these buildings that aren't protected. The Park Board has been good to work during this process.

Mr. Bishop commented he is interested in the interaction Mr. Eslick stated he was having with the Silver Springs community; was the question when he met with them the relocation of the building and the site of the building in the park.

Mr. Eslick stated a consensus could not be reached on the location of the structure; there was a question of Silver Springs being in a flood plain, and the Park Board determined the best location for the building for the best use of the park sits right above the flood plain.

Mr. Bishop clarified that it wasn't a question of whether to move it; it was a question of where to put it in the park.

Mr. Eslick said yes.

Mr. Neal provided a display of the park to show where the structure would potentially be located.

Mr. Eslick noted this would be a great place for a Black History Museum. Mr. Eslick noted, in visiting with the developer is that he is giving them the building. You could not build this building, a stone building that's 35 x 53 for less than a million dollars; the cost to move the structure is really reasonable. The stones on the front and three sides of the structure are gray limestone. The stones on the back are Ozark Sandstone that came out of Jordan Creek. John Solomon Owen is the stone mason and he is the same stone mason that worked on the Tindal Mills building on Central.

Ms. Bayliff asked about the cash that has been donated if the necessary funds required to save the church are not met.

Mr. Eslick said it is in the Community Foundation so it stays there and will go to the historic preservation fund. On Crowd It the donations will be returned to the donors.

B. Administrative approval of C of A's

Mr. Neal stated these are C of A's that he has received and reviewed the Walnut Street Design Guidelines which state they can be approved administratively. Mr. Neal reviewed the requests with the Board. Mr. Neal explained what an Administrative Approval was for the benefit of the newest members of the Board and in these particular cases that they can be approved administratively and if the requests are in kind to the original, if there is anything that significantly new; are they replacing wood with wood, noting he confers with the Director of Building Development Services who attends the meetings if there is a significant case. Anything that is going to be a new addition or new construction is not something they look at administratively. Commercial Street doesn't have that same format so in the past the Board has given some conditions of approval and Mr. Neal commented he has followed those conditions during review.

Mr. Eslick asked about the pending projects on Commercial Street and their progress.

Ms. Bryant asked Mr. Neal if he was aware of the St. Louis change to laws regarding demolition by neglect, stating that they are writing teeth into their legislation about allowing buildings to falter in condition so the owner can easily make a case that they can be demolished and if they are found guilty, the owners can be fined.

Mr. Neal stated he has not, noting that the Board has very little authority with that issue.

Mr. Eslick commented he believes they have some referencing the case at the 400 Walnut Street property, stating the windows were left open for a long period of time and Nick Heatherly and John Sellers used the demolition by neglect argument to get those windows closed up.

Mr. Neal said there are ways now, not through the historic view necessarily, it's more general. Mr. Neal stated the Board can have a discussion with Mr. Straw sometime. In the past, he has been at the training sessions to discuss particular items the Board expressed interest in hearing.

Mr. Neal reminded the Board members of the Springfield Cardinals game on June 11th, 2014.

Any other matters that fall under the jurisdiction of the Board.

There being no further business, the meeting was adjourned at approximately 6:30 pm.

A handwritten signature in black ink, reading "R. Daniel Neal", written over a horizontal line.

R. Daniel Neal



LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

COMMERCIAL STREET HISTORIC DISTRICT

DATE: June 25, 2014

BACKGROUND:

LOCATION: 209 E. Commercial Street

APPLICANT: Paul Parker and Mary Collette

PROPOSAL:

1. On the south (front) elevation, restore four brick window openings to original size and shape and replace existing windows with custom built, wood sash, arch top windows.

RECOMMENDATION:

The request be **approved**.

FINDINGS:

1. The applicant is restoring the original window openings which is consistent with the Commercial Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation.
2. If this floor is going to be used for residential purposes, the size of the windows must comply with the emergency exit requirements from a sleeping room if the window is located in that room.

PROJECT COORDINATOR:

Daniel Neal
Senior Planner

ATTACHMENT A
BACKGROUND REPORT
209 E. Commercial

APPLICANT'S PROPOSAL:

The applicant is requesting to restore four brick window openings to original size and shape. The existing windows and new opening will be replaced with custom built, wood sash, arch top windows.

STAFF COMMENTS:

1. The applicant is proposing to restore the original window openings with new custom built wood sash, arch top windows which is consistent with the Secretary of the Interior's Standards for Rehabilitation.
2. The Secretary of Interior Standards state the historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided. The proposed changes actually restore original character to the second story windows.
3. The Secretary of Interior's Standards for Rehabilitation Guidelines shall be used for all methods of removal, replacement and repair.
4. This review does not include any review related to the adopted building code. If this floor is going to be used for residential purposes, the size of the windows must comply with the emergency exit requirements from a sleeping room if the window is located in that room
5. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the COM-1 District, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
PERTINENT DESIGN GUIDELINES
209 E. Commercial

SECRETARY OF THE INTERIOR'S STANDARDS

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

COMMERCIAL STREET DESIGN GUIDELINES

Windows:

Where feasible, repair existing sashes and sills, paint and caulk to a state of renewal.

Where repair is not feasible, replace windows with wood elements matching existing profiles, mullion dimensions, and sash heights.

Metal windows may be used on new construction only.

ORDINANCE REVIEW

In addition, the *Springfield Zoning Ordinance* states:

In the event the Landmarks Board concludes that the request, if granted, will have a detrimental effect upon the Historic Landmarks or Historic District or any adverse effect on an historical or architectural resource, then the Landmarks Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
209 E. Commercial

ARCHITECTURAL SIGNIFICANCE:

1. The Commercial Street Historical Site District Architectural Survey that was prepared for this building in 1979 stated the following:

This building is a partial two story, masonry load bearing and wood frame structure. The front two thirds of the building only is two story and the remainder is single story. The first floor has a wood floor and a plaster ceiling. The second floor is also wood floor, but it has plaster ceiling and walls.

The original storefront has been replaced with a modern aluminum and glass unit. The original windows on the second floor have been partially bricked up and replaced with steel windows. The front appears at one time to have been painted. At the rear there has been an overhead door installed. As is typical of other buildings along the north side of Commercial, this one has an awning. It appears to have been added at the same time as the storefront was remodeled.



Application for Certificate of Appropriateness

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:	
Received By:	
Review:	
☐ Administrative	
☐ Landmarks Board	

The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):

Date:

Mary Collette

June 16, 2014

Please type or print name(s) clearly:

Mary Collette

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 209 East Commercial, City

APPLICANT INFORMATION:

2. Name of current property owner: Paul Parker & Mary Collette

If corporation: Corporate Official: N/A

Mailing Address: 1539 North Washington, Springfield, MO

Zip Code: 65803 Telephone: 417-839-0119 Fax: N/A

E-mail: historicfirehouse@gmail.com

3. AUTHORIZED REPRESENTATIVE:

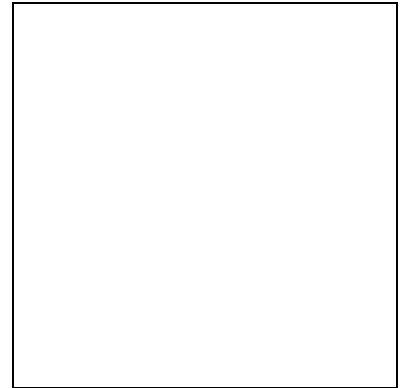
(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Mary Collette

Signature: _____

Mailing Address: 1539 North Washington, Springfield, MO Zip Code: 65803 Fax: N/A

Telephone: 417-839-0119 E-mail: historicfirehouse@gmail.com



(Corporate Seal)

4. BUILDING DEVELOPMENT SERVICES DISCUSSION: *(Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)*

Date of discussion: June 16, 2014

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|--|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☐ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☐ New Construction (1, 2, 3, 7) | ☐ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☐ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☐ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☐ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☐ Guttering (2, 3, 4 or 5, 6) | ☐ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans
2 – Elevations
3 – Photographs
4 – Sample of materials to be used

5 – Product literature
6 – Drawings
7 – Exhibit C – Why proposed work should be approved
8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

Restore 4 brick window openings to original size and shape. Replace windows with custom built, wood sash, arch top windows.

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

The original openings have been bricked in and the original windows replaced with smaller, square ones probably in the 1960's or 1970's. Removing these materials and replacement of modern windows with wood sash, arch top windows identical to those in several buildings nearby, will return the bulding's second story to its original 1880's design. The design of our four windows is based on measurements taken from the bulding right across the street.

INSTRUCTIONS FOR FILLING AN APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS

Explanation of the Process

A Certificate of Appropriateness ensures that proposed work on the exterior of certain historic-designated properties conforms to the requirements established by that historic designation. A building permit cannot be issued for the proposed work until a Certificate of Appropriateness has been approved. Prior to submitting an application, you should discuss your project with Building Development Services to ensure you are not proposing something that violates the International Building Code. Even though you might receive a Certificate of Appropriateness from the Zoning & Subdivision Services staff or the Landmarks Board, the project must also comply with the International Building Code to receive a building permit.

For staff or the Landmarks Board to approve a Certificate of Appropriateness the following must be considered:

- A. That the proposed work will be done in conformance with the Secretary of Interior's Standards for Rehabilitation;
- B. That the proposed work will be done in conformance with any design guidelines or standards that the Landmarks Board has established and adopted;
- C. For new construction, whether the building or structure will be harmonious with or incongruous to the old and historic aspects of the surroundings;
- D. For demolitions:
 - the impact the proposed removal would have on the integrity and continuity of the Historic Landmark or Historic District of which it is part; and
 - the nature of the structure as a representative type; and
 - the condition of the structure from the standpoint of structural integrity and the extent of work necessary to stabilize the structure; and
 - The ability of the subject structure or site to produce a reasonable economic return on investment to its owner; and
 - The post-demolition plans for the site and the relation of those plans to the surrounding area.
- A. For archeological sites, the effect of the proposed project on the site and what actions are being undertaken to record and/or preserve the site.

Completion of the Application

The application must be completed in full and signed by the property owner (unless a power of attorney is provided to staff) for the application to be considered complete. Exhibits A, B and C (if applicable) will be included with the staff analysis that will be sent to the Landmarks Board if the request cannot be approved administratively.

Exhibit A

This exhibit provides basic information about the property and the applicant. If the applicant designates a representative and does not intend to attend the Landmarks Board meeting, it is important that the representative be able to commit to changes that may be suggested by the Board, otherwise the application may have to be table pending the applicant's response.

Exhibit B

It is important that Exhibit B be thoroughly completed because it provides essential background information that is used in staff's analysis of the request and the Landmarks Board's basis for approval. The process will proceed much quicker if staff and the Landmarks Board have a clear understanding of the proposed work. If you think additional information may be helpful in approving a certificate, you may include that information. If staff or the Landmarks Board determine additional information is necessary, they will request it. This may result in a two week delay if the Landmarks Board must table the request to receive the additional information.

In order for Exhibit B to be considered complete, the supporting information listed after each work item must also be included with the application. If the specific work is not listed, staff can assist in determining what supplemental data needs to be provided with the application. All supplemental documents must be submitted on a page size no greater than 11 inches by 17 inches.

Site Plans: A site plan is an outline or bird's eye view of a lot showing all structures, including fences and patios. It shows property lines, adjoining streets and alleys, building dimensions, locations of driveways and parking areas, the number of feet structures are set back from property lines, a north arrow, and the scale of the drawing if it is done to scale. Where site plans are required, submit one for the existing condition and one for the proposed condition. For minor work, such as a new sidewalk, only one site plan showing both the existing and new conditions is sufficient. If the proposed work is attached to an existing building rather than freestanding (i.e., a new sign on the front of a building that fronts directly on the street), a site plan may not be necessary. An aerial photograph can be substituted for a drawn site plan provided there is a scale and it is adequately labeled.

Elevations: An elevation is a drawing showing the view of a single side of a building, giving the location of all doors, windows, awnings, sign channel, roof pitch, etc. and the scale of the drawing if it is drawn to scale. Show all sides affected by the proposed work. Where elevations are required, submit one for the existing condition and one for the proposed condition. Photographs may be substituted for elevation drawings provided all details can be seen (not obscured by plantings or other structures).

Photographs: Photographs showing the existing condition of the area of proposed work are required for all applications. For example, if awnings are proposed for installation over windows and doors, photographs must be submitted for each side of the structure where awnings will be installed. The photographs should generally be in color and can be from a film or digital camera printed at a suitable size to distinguish relevant details. For most applications, digitally manipulated photographs can also be submitted instead of elevation drawings to show how the proposed work will look when completed.

Sample of materials to be used: It is often helpful for the staff and Board to see an actual sample of the materials proposed to be used, i.e., shingles, siding, bricks. If a sample cannot be obtained, literature describing the product can usually be substituted.

Product literature: Product literature comes from the manufacturer and usually can be obtained from the distributor or your contractor. It provides a description of the materials proposed to be used and helps in determining the suitability of that material for the proposed application. A sample of the material to be used can usually be substituted for product literature.

Drawings: A drawing is an illustration of the proposed work, such as a sign or a window detail.

State Historic Preservation Officer Comments: For archeological sites, you must submit comments and recommendations of the State Historic Preservation Officer concerning the effect of the proposed project on the site and what action(s) should be undertaken to record and/or preserve the site.

Try to describe the proposed work as simply as possible, but be sure to describe all the work to be done. When replacing a material be sure to identify the existing and proposed material, for example, when re-roofing specify composition, wood, slate, tile, asphalt or steel.

Exhibit C

Exhibit C is the applicant's primary opportunity to demonstrate why the Certificate of Appropriateness, for major alterations to historic structure or site, should be approved by the Landmarks Board. While Exhibit C may be included with any application, it is only required for the work indicated under Item 1, Exhibit B.

Suggested items of discussion for Why the Proposed Work Should Be Approved (Exhibit B) include.

- A. Explain how the proposed project conforms with the Secretary of Interior's Standards for Rehabilitation, including the following:
- Whether the property will be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - How the historic character of a property will be retained and preserved. (The removal of historic materials or alteration of features and spaces that characterize a property is discouraged.)
 - How the property will be maintained as a physical record of its time, place, and use. (Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, are discouraged.)
 - How changes that have occurred over time and acquired historic significance in their own right will be retained and preserved.
 - How distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
 - Plans to repair rather than replace deteriorated historic features. (Where the severity of deterioration requires replacement of a distinctive feature, the new feature should match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features should be substantiated by documentary, physical, or pictorial evidence.)
 - How the surface cleaning of structures, if appropriate, shall be undertaken. (The gentlest means possible should be used. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials should not be used.)
 - How significant archaeological resources affected by a project will be protected and preserved. What mitigation measures shall be undertaken if such resources must be disturbed.
 - How new additions, exterior alterations, or related new construction will not destroy historic materials that characterize the property. (The new work should be differentiated from the old but be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.)
 - How new additions and adjacent or related new construction will be undertaken so that if removed in the future, the essential form and integrity of the historic property and its environment will be unimpaired.
- B. Explain how the project conforms to local design guidelines or standards adopted by the Landmarks Board. Local

design guidelines generally take precedence over the Secretary of Interior's Standards for Rehabilitation. Local design guidelines have been adopted for the Commercial Street and Walnut Street Districts and the Mid-Town Neighborhood (historic sites only), and copies are available from the Zoning & Subdivision Services office.

- C. For new construction, discuss the extent to which the building or structure will be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail. Harmony or incompatibility is evaluated in terms of the appropriateness of materials, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the overall setting.
- D. For demolitions, discuss.
- The impact the proposed removal will have on the integrity and continuity of the Historic Landmark or Historic District of which it is part.
 - The nature of the resource as a representative type or style of architecture, socio-economic development, historical association or other element of the original designation criteria applicable to such structure or site.
 - The condition of the resource from the standpoint of structural integrity and the extent of work necessary to stabilize the structure.
 - The ability of the subject structure or site to produce a reasonable economic return on investment to its owner.
 - The post-demolition plans for the site and the relation of those plans to the surrounding area.
- E. For archeological resources, discuss the effect of the proposed project on the site and what action(s) will be undertaken to record and/or preserve the site.

Deadlines for filing an Application

The Zoning & Subdivision Services office accepts applications daily. If the application can be approved administratively, processing of the application will begin immediately. The Landmarks Board holds regularly scheduled meetings each month (contact the Zoning & Subdivision Services office for a current processing schedule). This application must be in the Zoning & Subdivision Services office no later than the application deadline date listed on the processing schedule (Generally 15 days prior to the meeting where the application will be considered). This application must be complete, or it will be returned to the applicant and will not be placed on the agenda.

SIGN POSTING REQUIREMENTS

Applicants are responsible for providing notice to interested parties by posting a sign(s) on the subject property visible from an abutting public right-of-way.

Refer to Section 3-3800, Publication and Posting of Notices

Sign Posting Process:

1. After an application is determined to be complete and assigned a public hearing schedule by the Planning and Development Department, the applicant shall arrange a time to receive posting instructions and signs from planning staff within seven (7) days of the application deadline.
2. The applicant shall post the sign and submit an affidavit of sign posting to the Planning and Development Department.
 - a. The applicant shall post the notice at least ten (10) days prior to the hearing in conspicuous places on or in the immediate vicinity of the subject property, and shall not impede the vision of drivers or pedestrians. Staff recommends the notice be posted within ten (10) feet of the adjacent street and in a manner that the bottom portion of the sign is no less than eighteen (18) inches from the ground.
 - b. The applicant may determine an alternate location where the property is not adjacent to the street, with approval by planning staff.
 - c. Additional signs may be required at discretion of planning staff.
3. The applicant shall submit an affidavit and photograph(s) of the sign posting.
 - a. The applicant shall photograph the sign(s) and attach the photograph(s) to the affidavit (**example attached**). The applicant shall submit to Planning Staff seven (7) days prior to hearing.
4. The applicant will be responsible for returning the sign(s) to the Planning and Development Department after the hearing.

***Postponed Hearing:** If hearing is postponed, the applicant will be notified when a new sign has been created. The applicant is responsible for posting new date of the hearing in accordance with the criteria herein.

AFFIDAVIT OF SIGN POSTING

Attach photo here

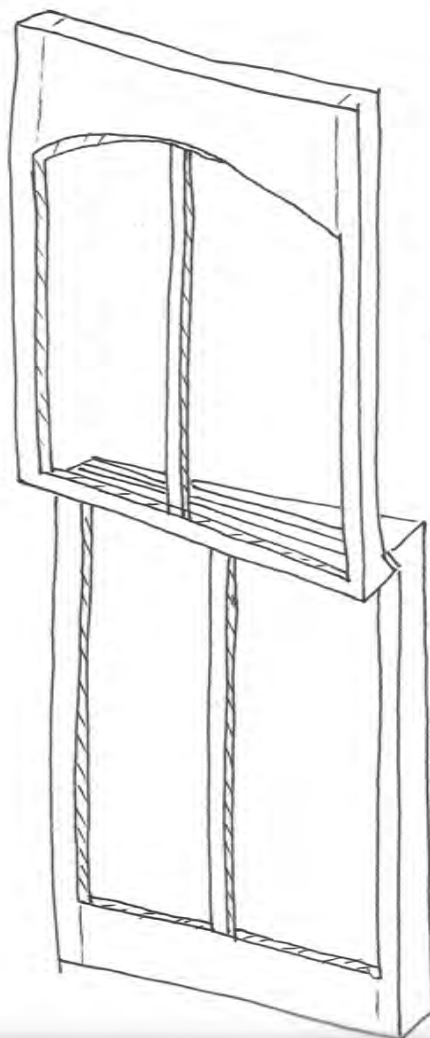
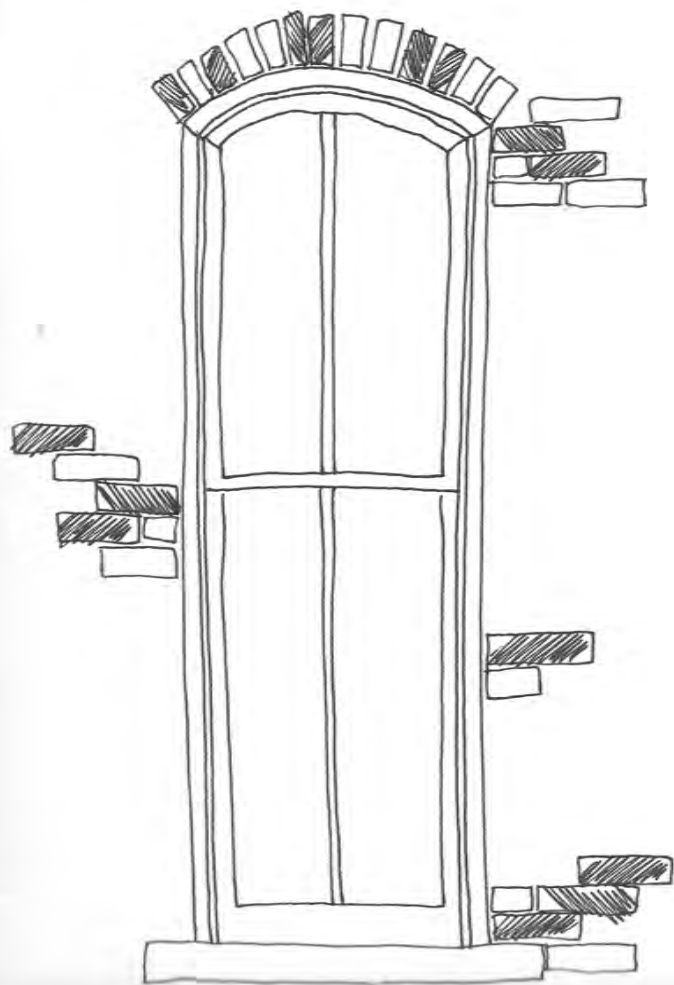
(sign lettering must be legible in photo)

I, _____ (*print name of owner, agent, attorney*), attest that the above sign was posted 10 days before the public hearing on _____ (*month/day/year*) and in accordance with the given posting requirements.

Signature of person completing sign posting

Printed name of person completing sign posting





MATERIAL

CEDAR
DOUGLAS FIR
YELLOW PINE

GLASS
SINGLE STRENGTH
EXTERIOR
PUTTY GLAZE

INTERIOR
HISTORIC PROFILE

PAINT
SHERWIN-WILLIAMS
"DURATION"
OR EQ.
EXTERIOR PRIMER

FRAME
7/8" FRAME
1 1/2" SILL

4-11-14







LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

COMMERCIAL STREET HISTORIC DISTRICT

DATE: June 25, 2014

BACKGROUND:

LOCATION: 300-308 W. Commercial Street

APPLICANT: Vision Group Partners c/o Henry Pippins

PROPOSAL:

1. On the south (rear) elevation, remove existing deteriorated balconies and replace them with new metal balconies as shown and described on attached elevations and narrative.
2. Replace existing rear doors with new doors as shown on attached elevation and product literature.
3. Re-roof the existing structure as described on attached narrative.

RECOMMENDATION:

The request be **approved**, however, any encroachment into the right-of-way or building code issues will need to be addressed accordingly.

FINDINGS:

1. The request is consistent with the Commercial Street Design Guidelines and Secretary of Interior Standards of Rehabilitation.
2. The proposed re-roofing, balconies or doors will not alter the view of the

structures from Commercial Street and will allow for the re-use of the buildings.

PROJECT COORDINATOR:

Daniel Neal
Senior Planner

ATTACHMENT A
BACKGROUND REPORT
300-308 W. Commercial

APPLICANT'S PROPOSAL:

The applicant is requesting a Certificate of Appropriateness for re-roofing, removal of existing deteriorated balconies on the rear of the building (south elevation), and installing new balconies and replacing two deteriorated exterior doors. This will facilitate the conversion of the second floor of the building into 11 micro unit apartments.

STAFF COMMENTS:

1. The proposed new doors and balconies will be placed at the rear of the lot and will not alter the view from Commercial Street. After review of the proposal, staff supports the replacement of the existing balconies with new metal balconies as shown on the attached elevation.
2. The Secretary of Interior Standards state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the historic integrity of the property and its environment. Staff believes that the proposed balconies and doors will not damage or destroy the historic character of the district and can easily be differentiated from the historic structure.
3. Building Development Services mentioned that the only possible issue that may be in question relate to the porches shown on the elevation. Additional clarification will be needed with the plan regarding their location in relationship to the public way along the south side of the building and possible projection into the public way. This review does not constitute a complete building review in accordance with the adopted building codes.
4. Public Works Traffic Division commented that dimensions were not provided for the balcony's, but there appears to be enough room from the existing building for the addition of balcony's on the south side of the building. Please, keep in mind that nothing can overhang into the public right of way without an executed encroachment agreement.
5. The Secretary of Interior's Standards for Rehabilitation Guidelines shall be used for all methods of removal, replacement and repair. Any attachments to the building wall shall be made to the mortar joints and not the brick.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the COM-1 District, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
PERTINENT DESIGN GUIDELINES
300-308 W. Commercial

SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION:

2. The historic character of a property will be retained and preserved. The removal of historic material or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property will be preserved.
9. New addition, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the historic integrity of the property and its environment.

COMMERCIAL STREET DESIGN GUIDELINES

Secondary Doors:

Seek to use visually understated doors, fitted to the lines and massing of the facade. Lack of adornment is to be encouraged.

Store Rears:

When creating or upgrading a rear entrance, do not allow the rear entrance to visually exceed the front in importance or emphasis.

Stairways:

(The Guidelines do not address this feature.)

ORDINANCE REVIEW

In addition, the Zoning Ordinance states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Historic Landmark or Historic District or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
300-308 W. Commercial

ARCHITECTURAL SIGNIFICANCE:

1. The Architectural Survey that was completed on this building stated the following:

This building is a two story, wood frame and masonry load bearing structure.... The second floor is accessible from the street.... The exterior is typical of the buildings on the street except the frieze at roof and above the front entrance is made from iron. The front entrance has a ceramic tile floor...

2. The narrative accompanying the Commercial Street Historic District's National Register nomination stated the following about this property:

Constructed between 1896 and 1902.



Application for Certificate of Appropriateness

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:

Received By:

Review:

- ☐ Administrative
☒ Landmarks Board

The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):

Date:

6/16/2014

Please type or print name(s) clearly:

John Oke-Thomas

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 300-308 West Commercial Street

APPLICANT INFORMATION:

2. Name of current property owner: Vision Group Partners

If corporation: Corporate Official: -

Mailing Address: c/o 1972 East Chestnut Expressway

Zip Code: 65802 Telephone: 417-863-6262 Fax: 417-863-9222

E-mail: John@oke-Thomas.com

3. **AUTHORIZED REPRESENTATIVE:**

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: John Oke-Thomas

Signature: _____

Mailing Address: 1972 East Chestnut Exp. Zip Code: 65802 Fax: 417-863-9222

Telephone: 417-863-6262 E-mail: John@oke-Thomas

(Corporate Seal)

4. **BUILDING DEVELOPMENT SERVICES DISCUSSION:** *(Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)*

Date of discussion: May 13, 2014

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|--|--|---|
| ☐ Addition (1, 2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☐ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☐ New Construction (1, 2, 3, 7) | ☐ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☐ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☐ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☐ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |
| ☐ Other (specify): _____ | | |

1 – Site Plans

2 – Elevations

3 – Photographs

4 – Sample of materials to be used

5 – Product literature

6 – Drawings

7 – Exhibit C – Why proposed work should be approved

8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

- Remove Two Existing Deteriorated Doors in Back of Building (South Elevation), 2nd Floor, Replace with Similar But New.
- Re-roof Existing with TPO Roof System and 2" ISO Insulation Similar to Existing.
- Remove Existing Deteriorated Porches or Balconies Replace With New. New Balconies Shall be Free-standing Materials Shall be Metal Similar to Existing.

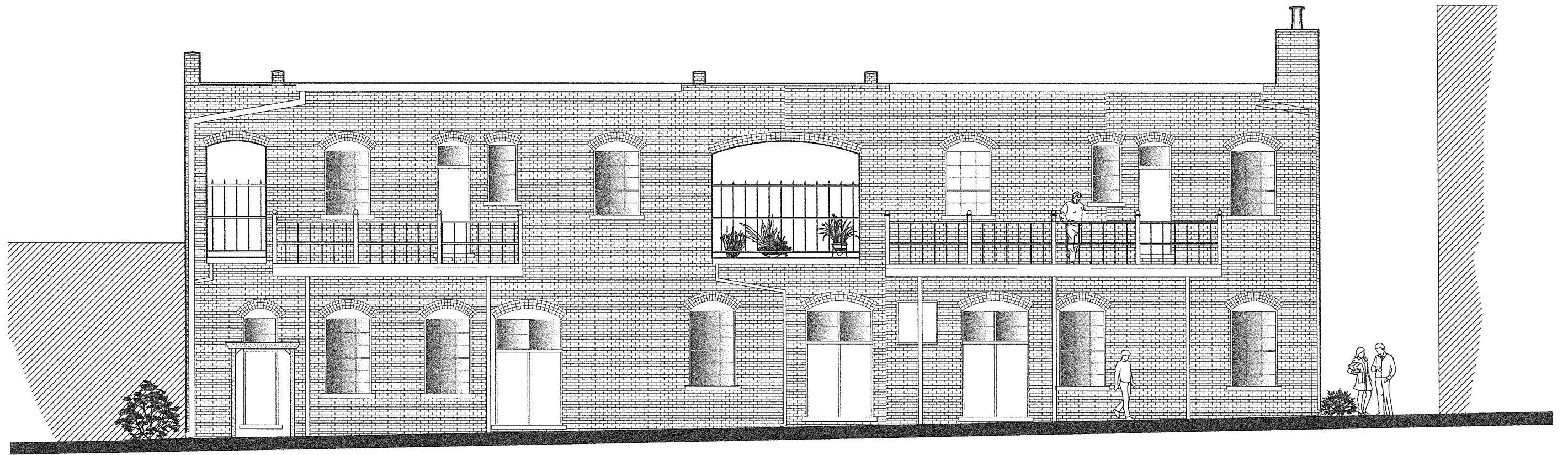
NOTE: An application is considered incomplete until all supporting materials, as specified in Item 1 above, are attached. Incomplete applications will not be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

SEE ATTACHED PHOTOS



SOUTH ELEVATION
1/4"=1'-0"

C - STREET CENTRE
A PROJECT OF
VISION GROUP PARTNERS

	OKE-THOMAS + ASSOCIATES, INC.	
	• ARCHITECTS • PLANNERS • MANAGERS • CONTRACTORS	
	1972 EAST CHESTNUT EXPRESSWAY	SPRINGFIELD, MO 65802
	TELEPHONE: (417) 863-6262	FAX: (417) 863-9222

EXHIBIT 'B'



Existing Roof Looking Southwest



Existing Roof Looking East



Existing Roof Looking South



Existing Roof Looking Northwest



Existing Roof Looking North



Lower Level Roof



Existing Door to Be Replaced (2nd Floor)



Existing Door and Balcony to Be Replaced



South Elevation Balcony & Rear Doors



New Balcony to be Similar



Freestanding Balcony Similar to This Picture



Balcony to be Similar to New Structure



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SHOP GBO DEPARTMENTS ▾ KITCHENS LANDLORD PROGRAM FREQUENT SAVER CLUB INFO CENTER FOCUS POSTS

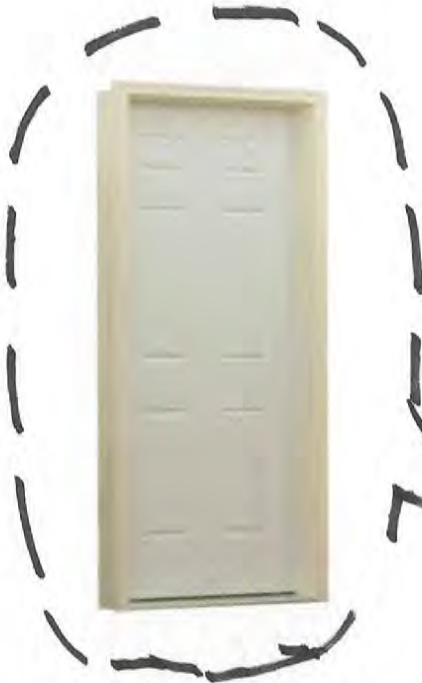
Select Language

Weekly Spotlight Store Finder Your Store is not selected yet.

Please Click Here to Search the closest Stores to You

Search Our Product Catalog...

GO



36" Raised Panel Exterior Steel Door Unit

7

SKU#: 4524015

Choose a store to view product pricing and availability.

Description

36" Raised Panel Exterior Steel Door Unit, Completely set-up unit. Includes weatherstripping, sill and brickmould casing. Unit size 37-1/2" x 81-1/2".

EXHIBIT 'B'

Specifications

Project How-to Videos & Project Ideas

Other Items You may be interested in



6' Vinyl Sliding Patio Door With Grids Between The Glass. Left Hand

SKU: 4524012

Choose a store to view product pricing and availability.



36" 15 Lite Exterior Steel Door Unit

SKU: 4524013

Choose a store to view product pricing and availability.



24" x 80" 2 Panel Arch-Top Clear Pine Interior Door Slab

SKU: 4524014

Choose a store to view product pricing and availability.



36" x 80" Decorative Lite Exterior Steel Door Unit

SKU: 4524015

Choose a store to view product pricing and availability.

Deal-E-lert Sign Up

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LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear awnings that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.
3. Remove existing fencing in rear yard
4. Remove/demolish existing dilapidated brick outbuilding

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1040 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1040 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1040 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that based on the window sizes shown there are a number of windows that will not meet the emergency egress requirements of the code if located in the bedrooms. These will have to be enlarged to meet the code requirements. This review does

not include any building or site plan review for the purposes of obtaining the required building permits.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1040 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.

2. Repairing the original window or, if not feasible,
3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1040 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Hip dormers on the north and south roof faces. Projecting house roof eaves with simple cornice and frieze board which doubles as the head to the window openings at the second story. Three bay façade with one over one window sash in all windows. The corner boards on the house have a simple bead running the length. One story hipped porch runs the entire length of the front elevation. Over the entry in the first bay there is a gabled pediment on the porch with a continuous cornice. The face of the pediment is covered with butt shingles. Narrow round wooden columns with Tuscan capitals support the porch. The porch structure is of wood. Most of the porch has been filled in to add a room to the first story. The window originally opening onto the porch was moved to become the center window of this addition. All window openings on the side and rear elevations have a simple narrow moulding applied to the windows heads. On the rear is a one-story hipped roofed sun porch with multiple windows which appears to be original.



Application for Certificate of Appropriateness

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed: _____

Received By: _____

Review:

- ☐ Administrative
☐ Landmarks Board

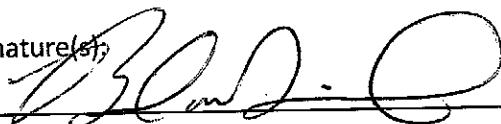
The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):



Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

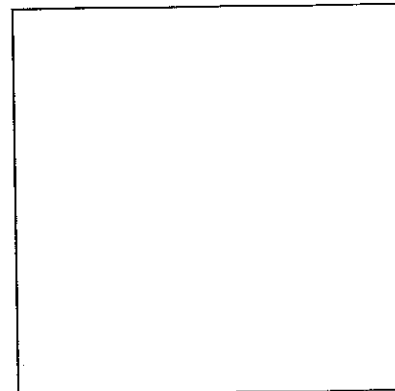
Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1040 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

2. Name of current property owner: Roza
If corporation: Corporate Official: Brandon Dickman
Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO
Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131
E-mail: BrandonD@rozahomes.com



(Corporate Seal)

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman

Signature: _____

Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above

Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

4. **BUILDING DEVELOPMENT SERVICES DISCUSSION:** *(Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)*

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans
2 – Elevations
3 – Photographs
4 – Sample of materials to be used

5 – Product literature
6 – Drawings
7 – Exhibit C – Why proposed work should be approved
8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1040 E Walnut (Blue)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 50x225 totalling 11250 sq ft of land to use-Current Use is 3 apartments and our proposed is 2 duplexes totalling 4 units.

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - ☐ Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - ☐ Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - ☐ All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 50x225 totaling 11250 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

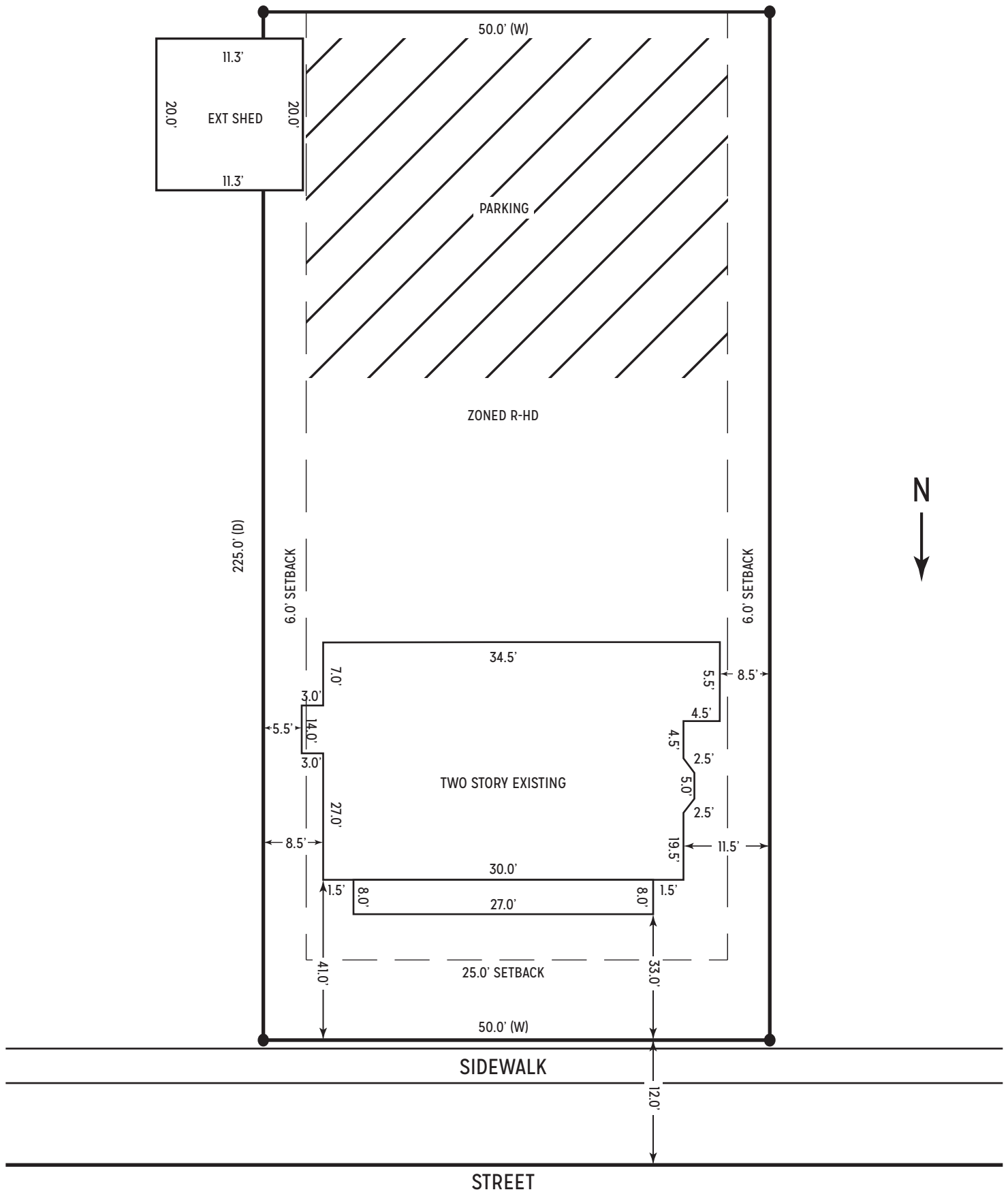
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

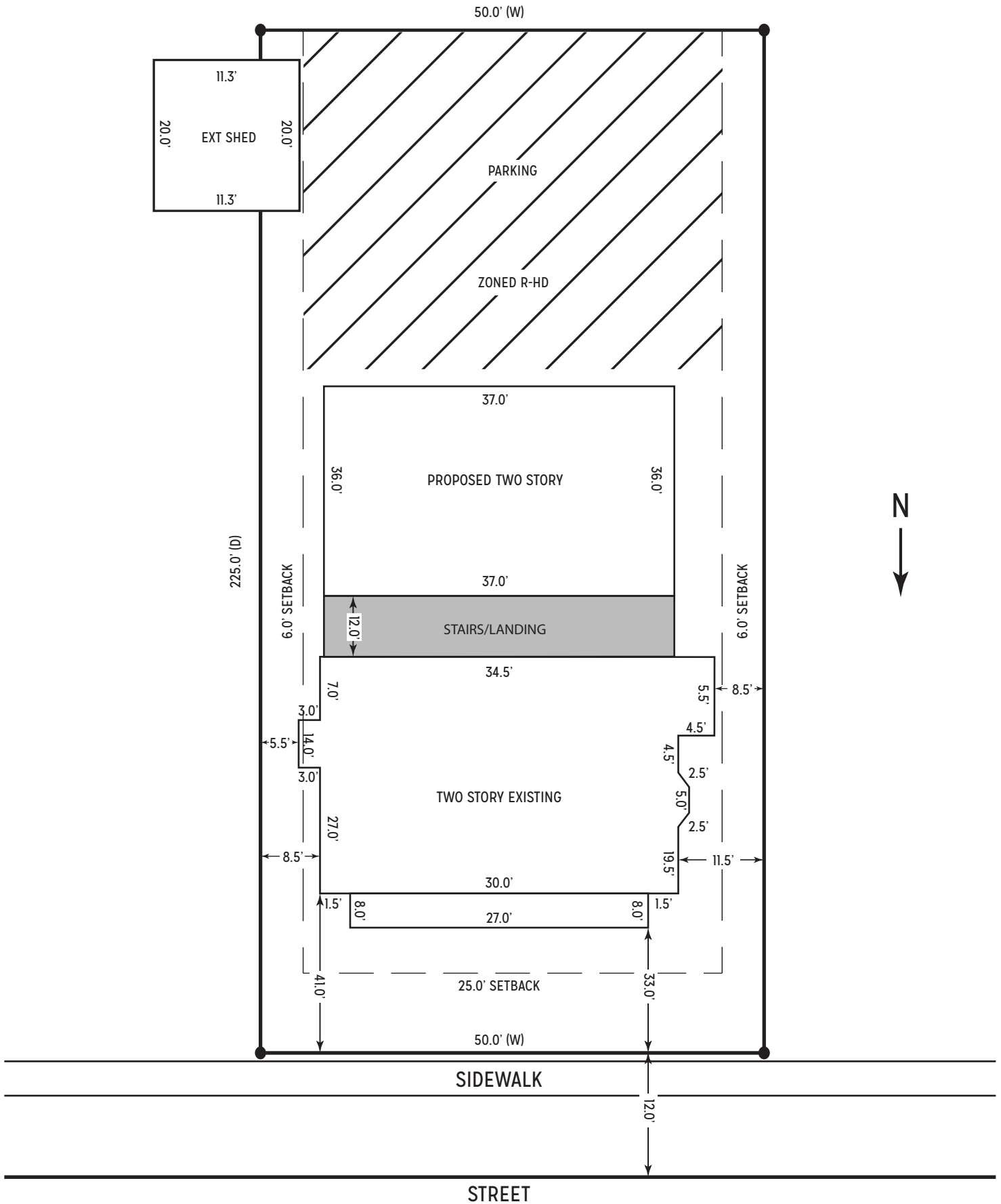
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1040 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1040 E WALNUT ST
SPRINGFIELD, MISSOURI



Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

R-HD

ONE PARKWAY PLACE

1040 E WALNUT ST

Owner Name: ZX NEWTECH LLC

Owner Address:

Parcel Number: 881324112012

Legal Description: SMITHS ADD E ADD
LOT 13

Zoom to

MAGERS TRUST - ADMIN REPLAT

SMITH'S, A.E. ADD

GR



1040 E Walnut St
Elevation Photo

1040 E Walnut St Elevation Photo

Peak
37' 5"

Eve
22' 0"

Porch
12' 6"

Porch
3' 0"



Peak
37' 5"

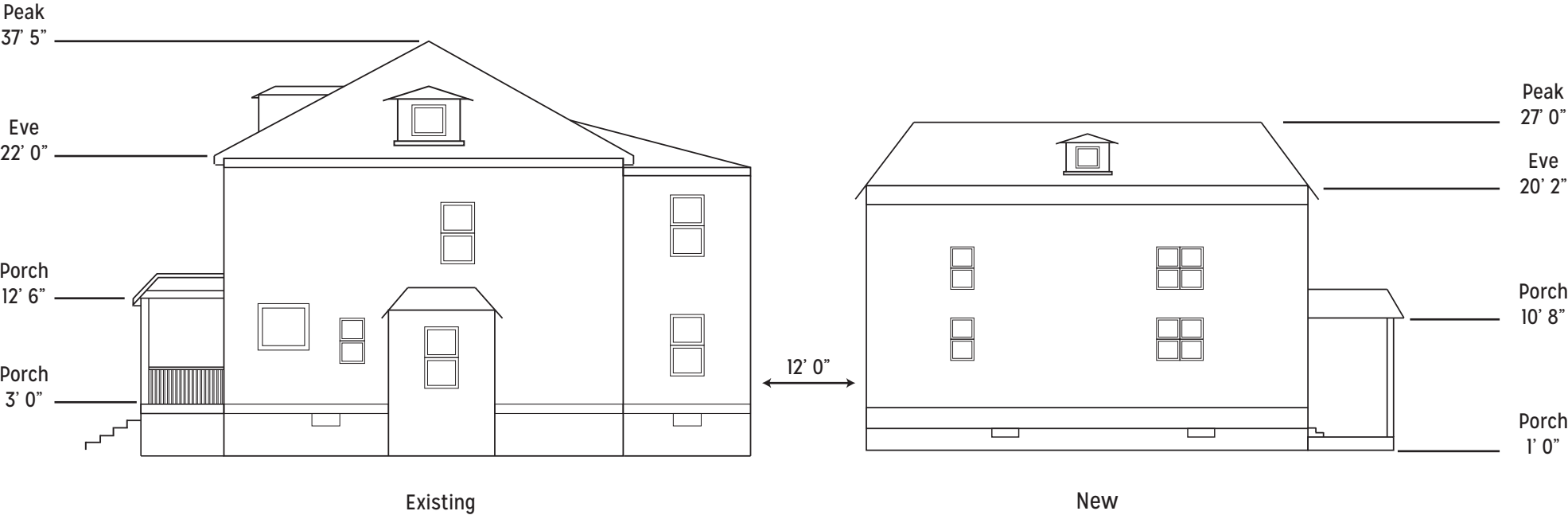
Eve
22' 0"

Porch
12' 6"

Porch
3' 0"



1040 E Walnut Elevations



1040 E Walnut Preservation



Existing Front of House



Existing Back of House



On damaged pillars -
will replace column
and base molds with
WOOD when needed

Several options
to replace
missing spindles,
Can have milled
to match at wood
working shop

Keep existing
trim work on ALL
windows. If damaged
replace pieces with
matching new trim work

May need to structurally
support this area with
foundation to match existing

Keep existing gutter
system and historic
S and fascia

New WOOD Material Options:





Alter back to original look without 2x4 supporting awning

Aluminum windows don't meet egress, will need to update size to meet code regulations.
Will replace trim to match existing historic trim look on property with wooden sash windows.

Will keep chimney if structurally safe to preserve historic look

Remove window unit, install central heat and air through out house

On damaged pillars - will replace column and base molds with WOOD when needed

Repair/replace damaged concrete steps and repair/replace missing brick painted decorative edging

Several options to replace missing spindles, Can have milled to match at wood working shop



Will refinish/replace any wooden steps and porch flooring that has rotted away with matching wood product

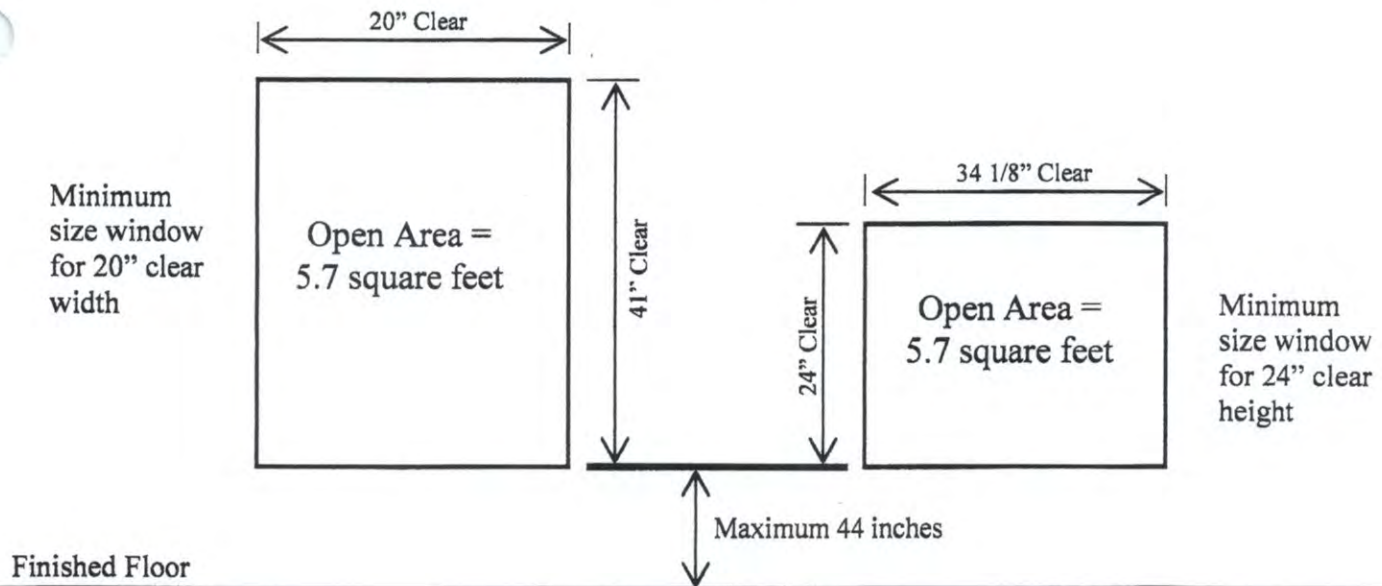


Aluminum windows don't meet egress, will need to update size to meet code regulations. Will replace trim to match existing historic trim look on property with Wooden sash windows.



Will remove non-historic random chain link fencing in back yard

Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1040 E Walnut (Blue Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	47	29	1363	9.5	Y
Side	Pass	35	30.5	1067.5	7.4	Y
Side	Fail	35	21.5	752.5	5.2	Y
Side	Fail	35	15.5	542.5	3.8	N (@ 44")
Side	Fail	34	20	680	4.7	Y
	2nd Floor					
Front	Pass	47	32	1504	10.4	Y
Side	Pass	35	32	1120	7.8	Y
Side	Fail	29	22.5	652.5	4.5	Y
Side	Pass	35	31	1085	7.5	Y
Side	Pass	31	32	992	6.9	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for 'WINDOWS', 'EXTERIOR DOORS', 'INTERIOR DOORS', and 'PATIO DOORS'. The 'WINDOWS' tab is selected. The product title 'W-2500 WOOD DOUBLE-HUNG WINDOW' is prominently displayed. To the right of the window image, there are options for 'Model' (Standard Interior), 'Grille Design' (No Grille), and 'Wood Options'. Below these options, there is a section titled 'WAYS TO BUY THIS PRODUCT' with buttons for 'REQUEST A CONSULTATION' and 'FIND A STORE'. The bottom of the page includes a 'Product Overview' section with a list of features, a 'HAVE A QUESTION?' section with a contact button, and a small image of a customer service representative.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options: View Product Details for more options. Price Range: \$

Model: Standard Interior

Grille Design: No Grille

Wood Options:

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION | FIND A STORE

Product Overview | Design Options | Glass Options | Build & Installation | Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?

Our customer service team is happy to assist you.

[CONTACT US](#)

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

THE HOME DEPOT

More saving. More doing.

Shop By Department

Search All

Project: How-To

Sign In or Register Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up, Today

100% In stock at:
Springfield, MO #3012
[Change Pick Up Store](#)

1 **ADD TO CART** **SAVE TO MY LIST**

IN STOCK AT YOUR LOCAL STORE

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#)

100% In Stock
Aisle 22, Bay 065

Print Share Email

Wood Window/Sash

Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY

LP SMARTSIDE SMARTLOCK LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



LP SMARTSIDE 76 SERIES LAP SIDING



Incredible
durability,
outstanding
performance,
lasting
beauty

SmartSide
Trim & Fascia
Textured Trim



Shingles

PRO SITE



More saving.
More doing.

(Change)

Shop By
Department

Search All

What can we help you find?

Project: How-To

Sign In or Register
Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF | Model # 0600900

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles



\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up: Today

169 In stock at
Springfield, MO #3012
[Change Pick Up Store](#)

1

ADD TO CART

SAVE TO
MY LIST

 **IN STOCK AT YOUR LOCAL STORE**

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#)

169 In Stock
Aisle 22, Bay 005



Pin it

Share

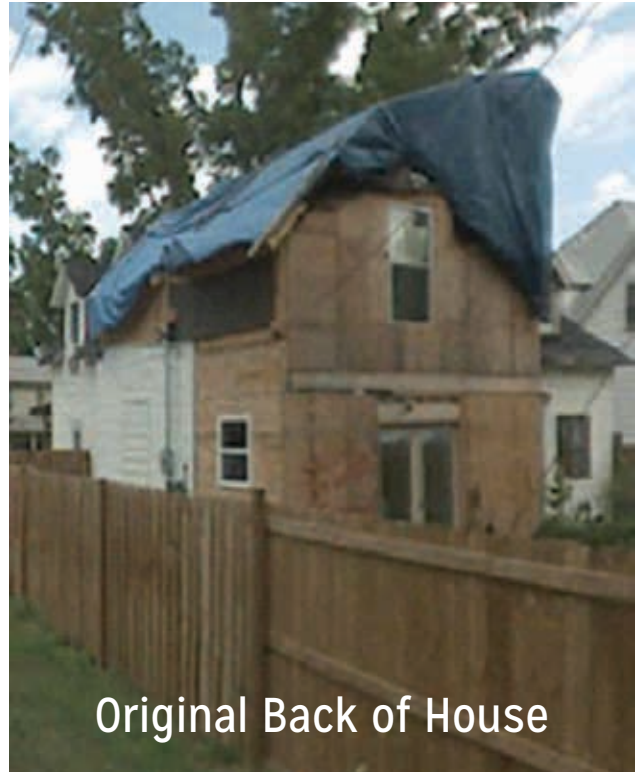
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.

Agent Detail Report

Property Types: Multi-Family, Residential Transaction Type: Sale Status: Listing Date: Listing Agent: (512005787) Daniel Hou
Listings as of 04/09/14 at 6:06pm

Active 05/02/13	Listing # 1306130	1040-1046 E Walnut St#6 Springfield, MO 65803	Listing Price:
	County: Greene	Cross St: National	
	Prop Type	Multi-Family	Prop Subtype(s)
	Region	SE - SE1	Subdivision
	Age	Over 50 years	Duplex/Triplex, Four
	Beds		Country Club West
	Baths(FH)		
	Year Built	1903	
	Tax ID	811324112011	Lot Acres (approx)
	Occupant	Vacant N/A	Phone to Show
	Owner Name	New ZXtech LLC.	417-234-8201
	DOM/CDOM	239/239	Showing Instr. Phone to show

Directions: Driving on National north, left turn onto E Walnut street. The houses are on left.
Marketing Remark: These two houses are unique homes in a great location. The new apartments can be added in the back yards. They are good investment properties for all kinds of business purpose. Seller are motivated, so bring in offers!

Listing Agent: Daniel Hou (ID:512005787) Primary:417-234-8201 Secondary:417-823-2300 Other:417-823-2300, FAX: 417-823-9645
Listing Office: Murney Associates - Primrose (ID:512000166) Phone: 417-823-2300, FAX: 417-823-9645
Agreement Type: Excl.Right to Sell Listing Date: 05/02/13

Sub Agency3% Buyer Agency3% Transaction Broker0

Unit Mix	No
Alternate Listing	No
Measurements	
SQFT Provided By:	Assess
Lot Size Provided By	Assess
Apx Year Built	1903
Sq.Ft.Fin.+Unfin.	Not Applicable
Apx Lot Size (Acres)	Not Available
How to Show	Appointment Only
LS Type	GSBOR
Inside City Limits	Yes
Keywords	
Zoning	Commercial
Property Features	
Historical Dist	Yes
Rec/Bank Owned	No
Unit Features	All Units
Building(s)	Two Buildings
Flood Insurance	Not Required
Parking	Paved Area, Street
Possession	At Closing
Roof	Composition
Sign on Property	Yes
Streets	Asphalt
Utilities	City, Electricity, Gas, Sewer
Water & Sewer	City Water, City Sewer
Will Sell	Cash, Conventional
Real Estate Tax	987.54
Tax Year	2009

Handwritten: 22/100 GWR JHS

Presented By: Dixie Vaughn / Home Team Property, LLC Phone: 417-521-8833
Featured properties may not be listed by the office/agent presenting this brochure.

Property listing information (e.g. size, dimensions, condition or features) is obtained from owner, public records, or other sources. Agent/Broker believes information is reliable, but makes no representations or warranties, expressed or implied, as to its accuracy. Users bear all risk for errors or inaccuracies, and should independently verify information through personal/professional inspection. Broker may not have reviewed or approved listing enhancements. © 2014 MultiList Service Of Springfield Realtors, Inc.

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U.S. Patent 6,910,045



REAL ESTATE CONTRACT

Page 1 of 9



R100 Rev. 02/2010

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1. PARTIES: This Contract is made by and between

Rosa Homes LLC (Buyer) and
New 7xtech LLC (Seller), and is effective
as of the date and time defined in paragraph 23 (the "Effective Date").

2. PROPERTY: For the consideration hereinafter set forth, Buyer agrees to purchase and Seller agrees to sell the real property
commonly known as

10410 + 10416 E. Walnut St. Springfield, MO 65803
(address) (city) (county) State of Missouri.

(check applicable provisions)

☒ See attached Legal Description (parties to date and initial); or ☐ Legal Description:

see title

together with all attached improvements and fixtures located on the property, and the following items included in the sale

but excluding the following items which are not being sold

all of which is, except exclusions, the "Property" in this Contract.

3. PRICE: The sale price to be paid by Buyer to Seller, excluding costs as hereinafter provided, is (\$)
which Buyer agrees to pay as follows:

(check applicable provisions) ☐ Cash ☒ Check ☐ Earnest Money Note

☒ Earnest Money from Buyer in the form of
to be deposited or held pursuant to paragraph 4 hereof, upon contract acceptance, in the amount of \$
(Earnest Money Note to be paid by Buyer at closing in cash or certified funds, unless otherwise provided.)

☒ Buyer obtaining financing in accordance with attached Financing Addendum, in the amount of \$
☐ Buyer's payment of balance of sale price in cash or certified funds, which includes Earnest Money Note, if any, at

closing in the amount of \$

(Amount to be adjusted at closing to reflect loan fees, title company fees, prorations, closing costs and other similar fees and expenses.)
4. EARNEST MONEY: Earnest money shall be deposited by selling broker with Horse Team Property (selling broker's
escrow or trust account if blank) (the "Escrow Agent") within 10 banking days after the Signature Date. Escrow Agent may deposit in
an account insured by the FDIC with interest, if any, paid to Escrow Agent. If the transaction is closed, the Earnest Money shall be
applied to Purchase Price or as directed by Buyer. If either party fails or refuses to perform, or if any contingency is not satisfied or
waived, Escrow Agent shall not make a determination as to which party is entitled to the Earnest Money, and shall retain the Earnest
Money in accordance with state law, until either: (i) Buyer and Seller have delivered joint written instructions regarding disposition to
Escrow Agent; (ii) disposition has been ordered by a final court order; (iii) the broker deposits the Earnest Money with the court
pursuant to applicable court rules or by the rules of any arbitration procedure; or (iv) if none of the above has occurred within 30
days of the scheduled closing, the Escrow Agent may pay the funds to the State Treasurer as provided in RSMo Chapter 339. Any

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REALTORS®, Inc. All rights reserved, except that members may copy forms. If Broker is a franchisee, Broker's franchisor is not legally liable for the actions of Broker.

PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GRW Seller's Initials: JHS Buyer's Initials: SD Buyer's Initials:

Instant
Forms



REAL ESTATE CONTRACT

Page 2 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS: 1540 & 1046 E. Walnut St. Springfield, MO 65803

attorneys' fees, court costs and other legal expenses incurred by Escrow Agent in connection with such dispute, shall be reimbursed from the Earnest Money funds or note deposited with Escrow Agent. If this Contract is canceled pursuant to its terms or if the Earnest Money or Earnest Money Note is to be forfeited, collected, or refunded, the parties agree that the amount distributed shall be reduced by any additional amounts due to, or unpaid charges incurred by, listing broker, selling broker, or Escrow Agent on behalf of the party receiving the funds, as hereinafter provided.

5. CONTINGENCIES NOT CONTAINED IN THE PRINTED TERMS OF THIS CONTRACT MUST BE SPECIFIED ON AN APPLICABLE ADDENDUM AND THE DATE FOR SATISFYING SUCH CONTINGENCIES, IF ANY, SHALL BE THE CLOSING DATE UNLESS OTHERWISE AGREED IN WRITING.

6. ADDITIONAL TERMS AND CONDITIONS: The following Addenda, if applicable, are attached and incorporated herein at the time of acceptance:

☐ Addendum ☐ Contingency for Sale and Closing of Buyer's Property ☐ Possession Prior to Closing ☐ New Home Repair ☐ Possession After Closing ☐ Contingency for Lead-Based Paint Testing ☐ Debt Holder Approval Contingency

☐ Other Contingencies:

7. CLOSING AND POSSESSION: The "Closing" is the delivery of the Seller's warranty deed for the purchase price paid by Buyer after all documents have been signed, and shall be see addendum (the "Closing Date"), unless otherwise agreed to in writing. Possession of the Property and keys to be delivered to Buyer no later than _____ o'clock _____ m. on (check one): ☐ day of Closing, ☐ _____ days after Closing, or ☐ _____ days prior to Closing. If Buyer is to take possession prior to closing, a Possession Prior to Closing form should be signed by all parties. If Seller is to remain in possession after the Closing, a Possession After Closing form should be signed by all parties. Seller acknowledges that sale proceeds may not be disbursed until the deed, and deed of trust, if applicable, have been recorded.

8. SALE DATA: Broker may provide sale data of this transaction, including sale price and property address, to the Greater Springfield Board of REALTORS® and its Multiple Listing Service, its members, members' prospects, appraisers and other professional users of real estate data.

9. PROPERTY INSPECTION/DUE DILIGENCE: General Provisions: Buyer may, at Buyer's expense, employ independent, qualified inspectors of Buyer's choice (and shall arrange for any inspections and testing required by a lender, if any) to perform inspections and testing provided below. Seller shall have all utilities turned on, and give Buyer and/or Buyer's representatives reasonable access to inspect the Property. If the property is new construction, the time periods in paragraph 9 shall commence upon Seller's written notice to Buyer that all construction is completed and ready for inspection. Buyer shall be responsible for all damage caused to persons or the Property resulting from such inspections. Any reference to "days" in Paragraph 9 shall mean calendar days. Buyer must provide Seller or Listing Broker with a written list of unacceptable defects/conditions as defined in Option (a) or (b) as applicable and a copy of the relevant inspection report (the "Defects Notice") within ten (10) days after the Signature Date (or such other period specified below for a Defects Notice), following which Seller shall have ten (10) days to notify Buyer in writing (the "Defects Response") if Seller is willing to correct such defects and conditions prior to the Closing Date, in whole or in part, or to make an allowance to Buyer for the cost of correction. If Buyer provides a timely Defects Notice and either Seller does not provide a timely Defects Response, or Buyer and Seller cannot within five (5) days after Seller's Defects Response agree upon the corrections and additional testing thereafter, and/or a Purchase Price adjustment therefore (the "Defects Agreement"), then Buyer may terminate this Contract by written notice to Seller or Listing Broker within twenty-four (24) hours after the deadline to reach a Defects Agreement. In the event Buyer's inspection report indicates a specialist is required for inspection of particular areas of the Property, Buyer may so indicate in the Defects Notice and receive an additional five (5) days in which to obtain a specialist's evaluation and to report those findings to the Seller (the "Specialists' Report"), but the Defects Notice must be provided by Buyer to Seller within the original period specified for any other conditions unrelated to the area which the specialist needs to examine. A Specialists' Report and related notice of defects must be provided to Seller within the 5-day period, and Seller does not have to respond to Buyer's original Defects Notice until 10 days after the additional 5-day Specialist Report deadline. If the Buyer does not actually obtain and provide a Specialists' Report after agreed to by Seller, then Buyer is deemed to waive any objections to such condition. In the event of timely cancellation of this Contract pursuant to Paragraph 9, if not disputed, Buyer's Earnest Money deposit shall be refunded to Buyer less any expenses incurred on Buyer's behalf, and neither Party shall have any remedy against the other for damages, costs, compensation

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REAL ESTATE CONTRACT

Page 3 of 8



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PROPERTY ADDRESS: 1040 - 1046 E Walnut St, Springfield, MO 65805

or otherwise. Any repairs or corrections undertaken by or for Seller pursuant to this paragraph shall be made in a workmanlike manner with good quality materials and completed prior to Closing, unless otherwise agreed in a written document signed by the parties, and Buyer acknowledges that restoration of cosmetic appearance following such repairs might not be possible. Any suggestion regarding use of, or arrangement for, inspectors or inspections shall not constitute a recommendation as to the skill, competence, or qualification of any Inspector(s), and Seller and Listing Broker shall have no liability to Buyer for the conduct of third parties providing inspection or testing services to Buyer. If neither Seller nor Listing Broker receives a written Defects Notice or termination notice in accordance with paragraph 9, then Buyer shall be deemed to have waived any termination rights hereunder, and shall proceed to Closing and accept the Property in its "As-Is" condition on the date of Buyer's offer, except for material damage caused by Seller after the Signature Date and prior to Buyer's possession, normal wear and tear excepted. Any reference to the "Signature Date" means the date of the last signature to the Real Estate Sale Contract. The parties' rights under paragraph 9 are detailed below. (MARK OPTION

(a) OR OPTION (b))

OPTION (a). Limited Inspection/Due Diligence: Buyer's inspections and testing are for the sole purpose of determining whether there are any material defects or conditions existing on the Property, in the categories designated in (1), (2), and (3) below, which are not readily apparent to the Buyer and would materially affect a reasonably prudent person's decision to complete the transaction contemplated by this Contract.

- (1) **Wood-Destroying Organisms:** Buyer may obtain an inspection and report of the presence of current or past untreated infestation by termites, fungi and/or other wood-destroying organisms (a "WDO Report") from a reputable, licensed pest control firm of the accessible areas of buildings or structures on the Property, to determine the presence of current or past untreated infestation by wood-destroying organisms ("WDO"). Buyer must obtain and provide a WDO Report with a Defects Notice to Seller or Listing Broker at least ten (10), but no more than thirty (30), days prior to the Closing Date, and if the WDO Report indicates evidence of current or past untreated wood-destroying insect infestation, Seller agrees to pay for the usual and customary cost of having the Property treated for the control of the infestation by a reputable, licensed pest control firm. If a timely WDO Report also indicates evidence of other untreated wood-destroying fungi and/or other organisms, or evidence of damage to the Property resulting from any WDO, the general provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.
- (2) **Water/well/wastewater:** Buyer and/or Buyer's lender may arrange and pay for an inspection of the water/well, septic/sewer system, wastewater treatment system, sewer and water lines (a "Water/Sewer Inspection"). Any Water/Sewer Inspection must be conducted by a provider licensed/registered with the State or County Health Department, according to R.S.Mo 701.025 et seq., and 19 C.S.R. 20-3.060, and in compliance with applicable regulations and standards. Buyer must deliver to Seller or Listing Broker a written notice of Buyer's requirement of a Water/Sewer inspection within ten (10) days after the "Signature Date", after which Seller has ten (10) days to arrange and pay for the site preparation, including exposing a portion of the wastewater system. Any Water/Sewer Inspection must be completed and the Inspector's report provided to Seller or Listing Broker within thirty (30) calendar days after the Signature Date of the Contract, but in no event shall this take place later than five (5) calendar days prior to Closing Date. Seller shall arrange and pay for the refilling of all inspection sites to grade-level. If Buyer timely delivers a report and Defect Notice indicating that the water/well/wastewater treatment system is malfunctioning or otherwise not meeting the applicable governmental standards, then the general provisions above for a Defects Response and Defects Agreement shall apply.
- (3) **Other Inspections:** Any other inspection/test desired by Buyer may only be to determine whether the Property has material defects/conditions that were not readily apparent to Buyer relating to: (i) the appliances, plumbing systems, electrical system, heating system, central air conditioning system, air conditioning units, and other mechanical equipment being sold with the Property; (ii) structural or environmental aspects, sink holes, and soil composition; and, (iii) such other inspections as specifically agreed elsewhere in this Contract. Material defects/conditions do NOT include non-conformity with current building codes and governmental regulations with which Seller is not required to comply; condition of interior and exterior paint (excluding presence of lead-based paint); weather stripping and sealing; caulking; minor defects, deterioration or damage resulting from age, exposure to the elements, ordinary wear and tear, or conditions that were readily apparent at the time of Buyer's offer. Buyer is not entitled to include in its Defects Notice any item noted or recommended in an inspector's report that is not defined above as a material defect. The General Provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

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Page 4 of 9



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151 PROPERTY ADDRESS: 1040 & 1046 E. Walnut St. Springfield, MA 01103

152 ☐ **OPTION (b) Unlimited Due Diligence:** For additional non-refundable consideration of \$_____ paid to
153 Seller (which shall be applied to the Purchase Price at Closing), the Buyer is obtaining a right to an unconditional due diligence
154 period to allow Buyer and its authorized representatives to be given access to inspect the Property and improvements, within
155 _____ (10 days if blank) days from the Signature Date (the "Inspection Period"), at Buyer's own expense. Within such
156 Inspection Period, Buyer must deliver in writing a notice that Buyer is electing to cancel this Contract, or a Defects Notice. If
157 neither notice is timely delivered by Buyer, then Buyer shall be conclusively deemed to accept the property and its condition, and
158 shall proceed to closing in compliance with the remainder of this Contract. If Buyer delivers a timely Defects Notice, Seller shall
159 have _____ (10 days if blank) days thereafter to deliver its Defects Response. The general provisions of paragraph 9 shall apply
160 to the extent not modified in this option (b).

161 **BUYER ACKNOWLEDGES AND AGREES THAT THE RIGHTS OF INSPECTION/DUE DILIGENCE CONTAINED IN THIS**
162 **PARAGRAPH #9 SHALL NOT IN ANY WAY RELIEVE BUYER FROM THE DUTY TO SATISFY ANY CONTINGENCIES**
163 **CONTAINED IN THIS CONTRACT WITHIN THE APPLICABLE TIME PERIODS, INCLUDING, BUT NOT LIMITED TO, COMPLI-**
164 **ANCE WITH TERMS OF A FINANCING CONTINGENCY, IF ANY.**

165 **10. VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property prior to Closing, not as
166 a contingency of the sale, but solely to confirm that (a) repairs have been completed as agreed in writing by Buyer and Seller, (b)
167 Seller has complied with Seller's other obligations, and (c) the Property is otherwise in substantially the same condition, subject to
168 normal wear and tear, as on the date of the offer, unless otherwise agreed in writing.

169 **11. REMEDIES UPON DEFAULT:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material
170 provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party
171 in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by
172 all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure
173 to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If
174 this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated
175 damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. Any liquidated damages paid to Seller after
176 costs of collection shall be divided equally between Seller and Listing Broker. If this Contract shall not be closed for the fault of Seller,
177 then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, to be divided equally between Buyer and Buyer's
178 Broker after costs of collection, in addition to return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being
179 agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for
180 specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attor-
181 neys' and paralegal fees, and other costs, charges and expenses incurred related to enforcing this Agreement.

182 **12. SELLER'S DISCLOSURE STATEMENT: (mark one below)**
183 ☐ **Not Applicable.** Seller is not providing any Seller's Disclosure Statement or other written statement about the Property's
184 condition or features, except as required by federal, state or local law. Seller has been informed of Lead-based Paint and
185 Methamphetamine Disclosure Requirements.

186 ☒ **Received.** Seller has provided a voluntary Seller's Disclosure Statement containing information relating to Seller and the
187 Property. Buyer confirms that before signing this contract form as an offer to purchase, Buyer received and signed a copy of Seller's
188 Disclosure Statement. The Buyer acknowledges the Seller's Disclosure is not a substitute for any inspection that Buyer may wish to
189 obtain, and Buyer is advised to address any concerns Buyer may have about information in the Disclosure Statement by use of
190 contingencies to this Contract, and by having the Property inspected by qualified professionals. Buyer acknowledges and agrees that
191 the Property is being sold in its existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made
192 any representations or warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the
193 Property, other than the following:

194 ☐ **Buyer Requirement.** Within _____ hours (24, if left blank) after the Effective Date, Seller shall provide a Seller's Disclosure
195 Statement containing information relating to Seller and the Property. The Buyer will be entitled to _____ hours (72, if left blank) to review

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199 Seller's Initials: GML Seller's Initials: JHS Buyer's Initials: [Signature] Buyer's Initials: [Signature]

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Page 5 of 9



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204 PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

205 the disclosure, and notify if Buyer wants to terminate the Contract based upon the disclosure(s) (and if not disputed, be refunded the
206 Earnest Money). If Buyer does not terminate within such time period, then Buyer waives any conditions in the Disclosure, and shall
207 proceed under the Contract. Buyer acknowledges that the Seller's Disclosure is not a substitute for any inspection(s) that Buyer may
208 wish to obtain, and Buyer understands that the inspection periods in this Contract are not delayed or extended by this paragraph.
209 Any concerns Buyer may have about the Property or Seller must be addressed by use of contingencies to this Contract, and by
210 having the Property inspected by qualified professionals. Buyer acknowledges and agrees that the Property is being sold in its
211 existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made any representations or
212 warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the Property, other than
213 the following:

214 **13. SELLER/BUYER DISCLOSURES:** Seller reaffirms there have been no material, adverse changes to the facts disclosed in
215 Seller's Disclosure Statement (if any). Each party affirms there are no material, adverse financial or legal conditions that might affect
216 its ability to convey/purchase the Property or perform any other conditions of this Contract. Both parties agree to immediately provide
217 their Tax Identification Number if requested by the Closing Agent or a lender. Each party represents to the other that no laws disqualify
218 them from the transaction contemplated under this Contract, including but not limited to the USA Patriot Act (Public Law 107-56) and
219 Presidential Executive Order 13224 (effective September 24, 2001).

220 **14. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer is solely responsible for investigating any possibility of criminal
221 activity or sex offenders being in the vicinity of the Property. A "Sex Offender Registry" is freely available on the Missouri State
222 Highway Patrol's (and most County Sheriffs') Internet websites relating to persons who have registered because they have been
223 convicted of, found guilty of, or plead guilty to committing or attempting to commit sexual offenses. It is understood that these sources
224 may not reflect the entire criminal history of a particular individual, that offenders of other serious crimes such as kidnapping, felonious
225 restraint, or child abuse may not be listed on these websites.

226 **15. CLOSING PROCEDURES:** Necessary title information shall be ordered by Seller within ten (10) days after the Signature
227 Date and promptly delivered to Buyer. Seller shall provide at Seller's expense a commitment to insure title in the amount of the
228 purchase price from a company authorized to insure titles in the State of Missouri, showing merchantable title in Seller in accordance
229 with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivi-
230 sion restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien
231 of current year's taxes. Buyer may, at Buyer's expense, obtain a survey (and shall obtain a survey if required by a lender or title
232 company). Buyer shall pay the premium for title policy. Buyer may, at Buyer's expense, have the title commitment examined, and if
233 applicable, Buyer shall provide to Seller or Listing Broker in writing any valid objections to title and survey prior to the Closing Date,
234 and Seller shall make reasonable effort to correct the valid objections, and if not corrected, Buyer may waive the objections and close,
235 or elect to terminate the Contract, and if not disputed, receive the Earnest Money less any expenses incurred on Buyer's behalf. At
236 Closing, Seller shall deliver a warranty deed and all other documents and funds reasonably necessary to complete the Closing, and
237 Buyer shall deliver cash or certified funds sufficient to satisfy Buyer's payment obligations and all other documents necessary to
238 complete the Closing. If a closing fee is charged, the cost will be shared equally by Seller and Buyer, unless otherwise provided.
239 Recording fees shall be paid by the party for whom the fee is attributable. Closing Agent must be acceptable to Listing Broker, and
240 Closing shall occur at Closing Agent's office unless agreed otherwise in writing. Seller will warrant at Closing there are no unpaid bills
241 for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by
242 special assessment or fee. If requested by Buyer or Buyer's lender, Seller agrees to furnish all assurances, indemnities, deposits, or
243 other requirements of the insuring Title Insurance Company in order for an Owners' Title Insurance Policy, when issued, to contain
244 no exception as to mechanic's/materialmen's liens or the right to such liens not shown by the public records. Buyer agrees that if
245 Seller cannot furnish requirements for this coverage then Buyer may elect either to waive this requirement and accept an Owners'
246 Title Insurance Policy without unrecorded mechanic's/materialmen's lien coverage and close, or terminate this Contract and have the
247 Earnest Money deposit made herewith returned, less any expenses incurred on Buyer's behalf. Rental deposits held by Seller, if any,
248 shall be credited to Buyer at Closing. Brokers will be paid at closing as set forth in the Broker Services Agreement. Parties agree to
249 provide their tax identification number and proof of identity immediately upon lawful request by closing agent/lender.

250 **16. PRO-RATION:** Taxes, insurance, interest, onsite fuel, rentals, and association dues, if applicable, shall be prorated to Closing

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Date. If the current year's taxes cannot be determined, the pro-rata will be based on the preceding year's taxes with adjustments for known changes in assessed valuation or tax levies.

17. LOSS: In the event of material loss from fire or other casualty prior to Closing, Buyer may elect to accept the insurance proceeds, if any, and close, or to terminate this Contract and have the Earnest Money deposit returned, less any expenses incurred on Buyer's behalf.

18. BINDING EFFECT; APPLICABLE LAW: This Contract shall be binding on and/or for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, or assigns, and shall be construed and enforced in accordance with the internal laws of the State of Missouri.

19. ENTIRE AGREEMENT: This Contract and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Contract, which supersedes all prior Agreements, and this Contract may not be changed, modified, or amended, in whole or in part, except by a written document signed by all the parties.

20. ASSIGNMENT OF CONTRACT: This Contract may be assigned by Buyer unless this contract is subject to a financing contingency, in which case it is assignable only with the prior written consent of Seller, which consent shall not be unreasonably withheld.

21. TIME IS OF THE ESSENCE: Time is of the essence in the performance of each provision of this Contract by the parties. All references to a specific time shall mean Central Time. All references to periods of days shall mean calendar days, unless otherwise provided.

22. NOTICES: Unless otherwise specified elsewhere in this contract, any notice required or permitted shall be in writing and may be delivered in person or sent by telefax or certified mail postage prepaid, to the address or number set forth in this Contract or such other address or number specified by a party in writing. Notice shall be deemed made at the date and time of personal delivery, sending of telefax or mailing. Receipt of notice by a Broker (Salesperson) assisting a party shall be deemed receipt by the party.

23. EXECUTION; EFFECTIVE /SIGNATURE DATE: The execution and delivery of an original or facsimile transmissions of this Contract shall constitute legal and binding obligations of the parties upon execution by all parties and the giving of oral or written notification of such execution by the salesperson assisting the last party that executes the Contract to the other party or to the salesperson assisting them, if applicable. Notice of execution is effective upon its sending, regardless of time of receipt, and shall constitute the "Effective Date". Any reference to "Signature Date" means the date of the last party's signature on the Real Estate Sale Contract.

24. MULTIPLE OFFERS & CONFIDENTIALITY: Buyer is aware that it is possible that the existence, terms, and conditions of any offer they make may be disclosed to other potential purchasers, by Seller or by Seller's representatives, in an effort to procure multiple offers.

EXPIRATION OF OFFER: This offer shall expire unless accepted by Seller on or before 4/4/14 at 12:00 o'clock p.m. unless previously withdrawn by Buyer. Notice of acceptance, rejection or counter offer shall promptly be delivered to Buyer.

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Page 7 of 9



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301 PROPERTY ADDRESS: 1040+1046 E. Walnut St. Spfld, Mo 65503

302
303 ☐ **Back-up Offer:** Buyer understands that this Offer, if accepted, will be for a back-up contract, because the Property is already
304 under one or more contract(s) with other buyers that may contain certain preconditions to closing such as the prior buyer selling
305 its property, or obtaining financing, or other contingencies (called "contingency contracts"). Some contingency contracts allow the
306 Seller to give notice of this contract being signed, and the prior buyer will have a certain amount of time to waive their contingen-
307 cies to keep their contract in force or the Seller may terminate the prior contract (called a "kick-out clause"); others may allow the
308 Seller to accept this offer and immediately terminate the prior contract(s); others may not give Seller the right to cancel until
309 closing fails or prior buyer agrees to cancel. Buyer understands that the contract(s) with priority over this offer is/are:

- 310
311 ☐ **Kick-Out Clause:** notice must be given, and prior buyer can prevent its contract from being terminated by Seller.
312 ☐ **Terminated by Agreement or Failure to Close:** Seller cannot cancel—prior buyer(s) must agree to cancel or other-
313 wise fail to close.
314

315 Buyer agrees that acceptance and signature of this contract by Seller are contingent upon the failure of the pre-existing
316 contract(s) to close, whether by kick-out notice, automatic cancellation or failure to meet conditions for closing. It is agreed that
317 the "effective date" of this Contract shall be the date that Seller gives written notice that this Contract has become the primary
318 contract, until which time Buyer may cancel this Contract in writing. The time limits specified elsewhere in this Contract shall
319 commence on the "effective date" defined in this paragraph, rather than the Signature Date. The Selling Broker shall deposit any
320 Earnest Money from Buyer in accordance with paragraph 4.
321

322
323 **INSTRUCTION TO LISTING BROKER:** Page 9 of this Real Estate Sale Contract should be signed by Seller only if Seller
324 accepts the offer:

325 ☐ ACCEPTED ☐ COUNTER OFFER ☐ REJECTED

326
327 **INSTRUCTION TO BROKER:** Selling Broker (Salesperson) must complete all Broker information (except signatures or initials of
328 Listing Broker) prior to having Buyer sign and presenting the offer.
329

330
331 **The Signing of this Form Confirms the Parties' Receipt of the Broker Disclosure Form Prescribed by the Missouri Real
332 Estate Commission, upon Broker Obtaining Any Personal or Financial Information or Before the Signing of a Brokerage
333 Services Agreement, Whichever Occurred First.**
334

335 **The Duties of the Broker in a Real Estate Transaction Do Not Relieve a Seller/Landlord or a Buyer/Tenant from the
336 Responsibility to Protect Their Own Interests. You Should Carefully Read All Documents to Assure They Adequately
337 Express Your Understanding of the Transaction. A Real Estate Licensee is a Person Qualified to Advise about Real Estate.
338 If Legal or Tax Advice is Desired, Consult an Attorney or Tax Advisor.**
339

BROKER FEES

(Check all applicable boxes)

342
343
344 ☒ Seller/Landlord
345 ☒ Seller/Landlord

☐ Buyer/Tenant
☐ Buyer/Tenant

to pay Listing Broker's Fee
to pay Selling/Leasing Broker's

346
347
348
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LISTING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Listing Broker is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Listing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller.

☐ **DUAL LIMITED AGENT.** Listing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information known about the Property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER.** Listing Broker (salesperson) is acting as a transaction broker assisting the Seller/Landlord under a Listing Agreement, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

☐ **NO LISTING BROKER.** The Seller/Landlord acknowledges that there is no Listing Broker (salesperson), and the Selling/Leasing Broker (salesperson) is assisting or representing Buyer/Tenant and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord

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FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 1 of 2

R110 Rev.9/06

The undersigned hereby agree that this Financing Addendum shall become a part of the attached Real Estate Sale Contract
between Rosa Jones LLC as Buyer and
New Zxtech LLC as Seller, for Seller's
property located at 1040 x 1040 E. Walnut St. Springfield, MO 65803
(Only those paragraphs which are completed shall be applicable. Special Agreements and/or other financing contingencies should
be completed at the bottom of this form.)

☐ **A. NEW FINANCING:** This Contract is contingent upon Buyer obtaining new financing in the amount of
\$ _____. Buyer shall make a formal written application for credit and order and pay for all appraisals within
_____ days (7 days if blank) after contract acceptance, and shall pay all fees and provide all information required by Lender. Buyer
shall use best efforts to obtain financing, including, but not limited to, acceptance of financing terms, conditions, fees, interest rates
and amortization periods, which are generally available from Lenders in the vicinity of the Property, as of the application date. Buyer
shall, upon written request of Seller, provide Seller within seven (7) days, a written opinion from Buyer's Lender stating Lender's belief
that the loan will be made to Buyer by Lender, subject to employment and credit verifications and satisfactory appraisal, or that the
loan requested by Buyer will not be made. Seller may terminate this Contract by written notice to Buyer if (i) Buyer fails to provide
the written opinion from the Lender, or (ii) after receipt of the written opinion Seller reasonably determines that Lender will not make
the loan. Such notice shall be made by Seller within seven (7) days of the due date for the written opinion of Lender or the receipt of
the written opinion, whichever is earlier, failing which Buyer shall be deemed to have satisfied this condition. If the Contract is termi-
nated as a result of Buyer's inability to obtain financing, through no fault of Buyer, Buyer's Earnest Money shall be returned, less any
expenses incurred on Buyer's behalf.

☐ **B. LOAN ASSUMPTION:** The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note
payable to _____, with a remaining term of approximately _____
years, and currently bearing interest of _____ percent per annum, with an unpaid principal balance as of the closing date of approxi-
mately \$ _____ and the Buyer will, on the closing date, as part of the purchase price, assume and agree to pay
the actual remaining unpaid balance of said note. (Assumption by Buyer does not necessarily relieve Seller from continued liability.)
In the event Buyer is unable to obtain consent of the Lender to assume the loan within _____ days of the Effective Date, then this
Contract shall be null and void and Buyer's Earnest Money shall be returned less any expenses incurred on Buyer's behalf.

☒ **C. SELLER FINANCING:** Seller agrees to provide financing in the amount of \$ _____ with interest
at 10% percent per annum amortized over a period of 12 ☐ Years ☒ Months with monthly principal and interest
payments of \$ 3422.53. Payments shall be made payable
to New Zxtech LLC and shall be delivered to
_____ on the 15 day of each month, and the first payment will be
due see addendum. Property insurance and real estate taxes shall be paid when due by Buyer. There will be an
additional principal payment of \$ _____ payable on _____. The entire remaining
unpaid balance will balloon and become due in 12 months from closing. This financing shall be secured by a ☐ (First Deed of

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for the actions of Broker.

PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING.

Seller's Initials: G Seller's Initials: J Buyer's Initials: DP Buyer's Initials: _____





FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 2 of 2
FMD Rev. 9/08

51 PROPERTY ADDRESS: 1840 + 1046 E. Walnut St. Springfield, MO 65803

52 Trust) ☒ (Second Deed of Trust subject to _____

53 _____) unless otherwise specified in Special
54
55 Agreements below. Buyer will provide and authorizes release of credit information to Seller and Seller may refuse financing if Buyer's
56 financial information is unsatisfactory to Seller, in which event Seller shall provide written notice of termination to Buyer within _____
57 days (7 days if blank) of Seller's receipt of the credit information, failing which Seller shall be deemed to have approved Buyer's cred-
58 it status, provided there is no subsequent material change in Buyer's credit status prior to closing, and provided in the event of such
59 material change, the Contract at Seller's option shall be null and void and Buyer's Earnest Money shall be returned less any expens-
60 es incurred on Buyer's behalf. The financial documents shall contain the following provisions: (i) Buyer shall not assign, transfer, or
61 sell on Contract for Deed without the prior written consent of Seller. Buyer shall have the right to prepay without penalty, at any pay-
62 ment date; (ii) the financing documents will provide usual and customary terms unless specified in Special Agreements below.

SELLER IS ADVISED TO SEEK LEGAL COUNSEL AND/OR TAX ADVICE PRIOR TO AGREEING TO PROVIDE FINANCING

64
65
66
67
68 ☐ D. GOVERNMENT FINANCING: If the new financing described in paragraph A above is subject to Buyer's ability to obtain a
69 U.S. Government insured or guaranteed loan (FHA or VA) or any such loan which is underwritten according to U.S. Government
70 Loan Standards or HUD Regulations (such as MHDC Bond Money), a Government Financing Addendum shall be completed and
71 attached to this Contract.

72 ☐ E. FINANCING CONTINGENCIES: Buyer's obligation to obtain financing is contingent upon:

73 ☐ Receiving a "gift letter" in the amount of \$ _____ from _____ within ten
74 (10) days of the Effective Date.
75 ☐ Co-signing on loan by _____ in which case co-signer(s) agrees to provide writ-
76 ten confirmation within ten (10) days of the Effective Date.

77
78
79 ☒ F. SPECIAL AGREEMENTS: see addendum

80
81
82
83
84
85
86
87 Signed on _____, 20____ at _____ m. Signed on 9/10, 2014 at 3:00 p. m.

88
89
90
91
92 G
93 Seller

94
95 J
96 Seller

Buyer

Buyer

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98
99
100
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Seller's Initials: G Seller's Initials: J Buyer's Initials: AD Buyer's Initials: _____





ADDENDUM

Page 1 of 1



RT156 Rev. 9/08

01 THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN
02 ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- 03 ☒ **Special Agreements:** Used for additional terms not covered by the original Sale Contract form, for terms which required
04 additional explanation, OR, for changes in the preprinted contract language.
05 ☐ **Change:** Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new
06 terms.
07 ☐ **Counter Offer:** Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and
08 Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including
09 Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers
10 or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use
11 a new Addendum. If the Counter Offer modifies the sale price, and the offer contains a financing contingency, the
12 amount to be financed will be the same percentage of the sale price that the original offer contained, unless spec-
13 ified otherwise in writing.
14 ☐ **Waiver:** Used to remove contingencies or other requirements of the original Sale Contract.
15 ☐ **Modified Offer/Modified Counter Offer:** Used when an offer or counter offer previously made is being modified prior to
16 signature and notification by the other party.

17 The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

18 P. Sza Homes LLC as Buyer and

19 New Bxteck LLC as Seller, for Seller's

20 Property located at: 1060 + 1040 E. Walnut St Spfld. MO 65803

21 In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

22 Upon agreed terms of price and purchase procedure this contract will include a window of time for the buyer to
23 receive in writing satisfactory results to; financing acceptance, city and historical district questions and concerns to
24 the current use and proposed changes. After these things are addressed and are satisfactory the closing date will
25 be established on or before 60 days from that time.

26 2) Vary boundary lines + both properties w/ all #apartments within
27 them now.

28 By their signature, the undersigned acknowledge receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT;**
29 **IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all
30 parties.

31 Signed on 4/17, 2014 at _____ m Signed on 4/10, 2014 at 4:30 P. m

32 Guangwen Lin

33 Seller

34 Junkang Shun

35 Seller

36 Marney

37 Listing Broker

38 Maat

39 Authorized Salesperson

40 [Signature]

41 Buyer

42 Home Team Property

43 Selling Broker

44 [Signature]

45 Authorized Salesperson

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Seller's Initials: GL Seller's Initials: JS Buyer's Initials: HT Buyer's Initials: _____

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ADDENDUM

Page 1 of 1



RIHA Reg. 1/2014

THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- ☐ Special Agreements: Used for additional terms not covered by the original Sale Contract form, for terms which required additional explanation, OR, for changes in the preprinted contract language.
- ☐ Change: Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new terms.
- ☒ Counter Offer / ☐ Modified Offer: Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use a new Addendum. If the Counter/Modified Offer changes the sale price, and the offer contains a financing contingency, the amount to be financed will be the same percentage of the sale price that the original offer contained, unless specified otherwise in writing.
- ☐ Waiver: Used to remove contingencies or other requirements of the original Sale Contract.

The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

Roza Homes LLC

as Buyer and

Junhong Shen & Guanwen Lin

as Seller, for Seller's

Property located at: 1040 & 1046 E. Walnut St, Springfield, MO

In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

1. The sale price to be \$400,000;
2. Sellers to be Junhong Shen & Guanwen Lin instead of New ZxTech LLC.

3. Sellers will not do financing.

By their signature, the undersigned acknowledge receipt of a copy of this document. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY. Any change to this Agreement must contain the initials of all parties.

Signed on April 9, 2014 at _____ m

Guanwen Lin
Seller's

Junhong Shen
Seller
Murney Associates - Primrose

Listing Broker

Signed on 4/29, 2014 at 11:28 a m

Murney Associates - Primrose
Buyer

Murney Associates - Primrose Home Team People LLC
Selling Broker

Authorized: Daniel H. Hov

Authorized Salesperson: Daniel Hov

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Seller's initials: EWL

Seller's initials: JHS

Buyer's initials: [Signature]

Buyer's initials: _____

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REAL ESTATE CONTRACT

Page 8 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS:

1040 + 1046 E. Walnut St. Springfield, MO 65803

SELLING/LEASING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Selling/Leasing Broker (salesperson) is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller/Landlord.

☐ **BUYER/TENANT'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Buyer/Tenant.

☐ **DUAL LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information about the property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER ASSISTING BUYER/TENANT.** Selling/Leasing Broker (salesperson) is acting as a transaction broker assisting the Buyer/Tenant, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant, and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord.

☐ **NEUTRAL TRANSACTION BROKER.** Selling/Leasing Broker (salesperson) is acting as a neutral transaction broker assisting both parties without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

Signed on 4/17, 2014 at _____ m.

Signed on 4/10, 2014 at 3:00 P. m.

Seller's Signature Gilangwen Chin

Buyer's Signature Murray, member of Rose Capital Group

Address _____

Address 1031 E. Battlefield

Seller's Signature Junhong Shen

Buyer's Signature _____

Address _____

Address _____

Listing Broker Murray (Print or Type)

Selling Broker Home Team Property (Print or Type)

Authorized Listing Salesperson Daniel Hua 4/17/14 (Date)

Authorized Selling Salesperson [Signature] 4/10/14 (Date)

☒ A "Designated" Salesperson

☒ A "Designated" Salesperson

Address _____

Address 5503 N. 17th St.

Telephone _____

Telefax _____

Telephone 417-521-8933

Telefax #1234567

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GWC Seller's Initials: _____ Buyer's Initials: MD Buyer's Initials: _____

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LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear additions that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.
3. Remove existing fencing in rear yard
4. Remove/demolish existing dilapidated brick outbuilding

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1046 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1046 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1046 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that based on the window sizes shown there are a number of windows that will not meet the emergency egress requirements of the code if located in the bedrooms. These will have to be enlarged to meet the code requirements. This review does

not include any building or site plan review for the purposes of obtaining the required building permits.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1046 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.

2. Repairing the original window or, if not feasible,
3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

OUTBUILDINGS AND GARAGES:

The Applicant Should Consider:

1. Retaining the existing outbuildings and garages.
2. Using treatments on the outbuildings and garages that are compatible with the style and architecture of the structure and of the principal structure on the lot.

The Applicant Should Avoid:

1. Demolishing historic outbuildings or garages.
2. Locating new structures in front of building setback line of principal structure.
3. Attached carports.

(See also specific appropriate headings: Roofs, Siding, Trim, Doors, Windows, etc.)

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1046 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Built c. 1908. Hip dormers on the west and front elevations with broad projecting eaves. Doubled windows with one over one sash in double hung windows. The eaves on the house itself also project noticeably with simple frieze board which doubles as the window heads to the second story window openings. All windows are one over one sash with a narrow simple applied moulding to the window head at the first story window openings. Three bay façade with center bay entrance. The doorway is flanked by sidelights and a transom. The front elevation is dominated by a one-story hipped roof porch across the entire front. The cornice and entablature are unadorned on the porch-underneath are round wood columns with Tuscan capitals resting on piers of rough faced cast stone. The balustrade is of wood with turned balusters. The structure of the porch itself and the steps leading to it are wood. At the street is a cast stone hitching post which is square and tapering.



Application for Certificate of Appropriateness

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:

Received By:

Review:

- ☐ Administrative
☐ Landmarks Board

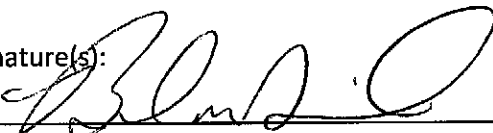
The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):



Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1046 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

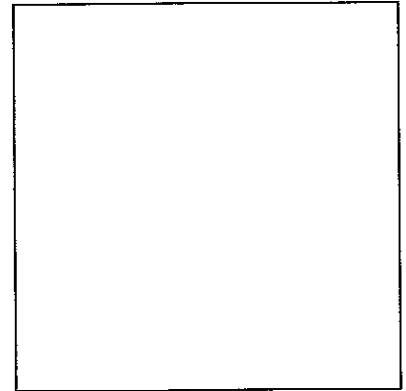
2. Name of current property owner: Roza

If corporation: Corporate Official: Brandon Dickman

Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO

Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131

E-mail: BrandonD@rozahomes.com



(Corporate Seal)

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman

Signature: _____

Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above

Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

4. BUILDING DEVELOPMENT SERVICES DISCUSSION: (Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans
2 – Elevations
3 – Photographs
4 – Sample of materials to be used

5 – Product literature
6 – Drawings
7 – Exhibit C – Why proposed work should be approved
8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1046 E Walnut (White)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 50x225 totalling 11250 sq ft of land to use---Current use is 4 apartments and our proposed is 2 duplexes totalling 4 units.

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - ☐ Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - ☐ Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - ☐ All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 50x225 totaling 11250 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

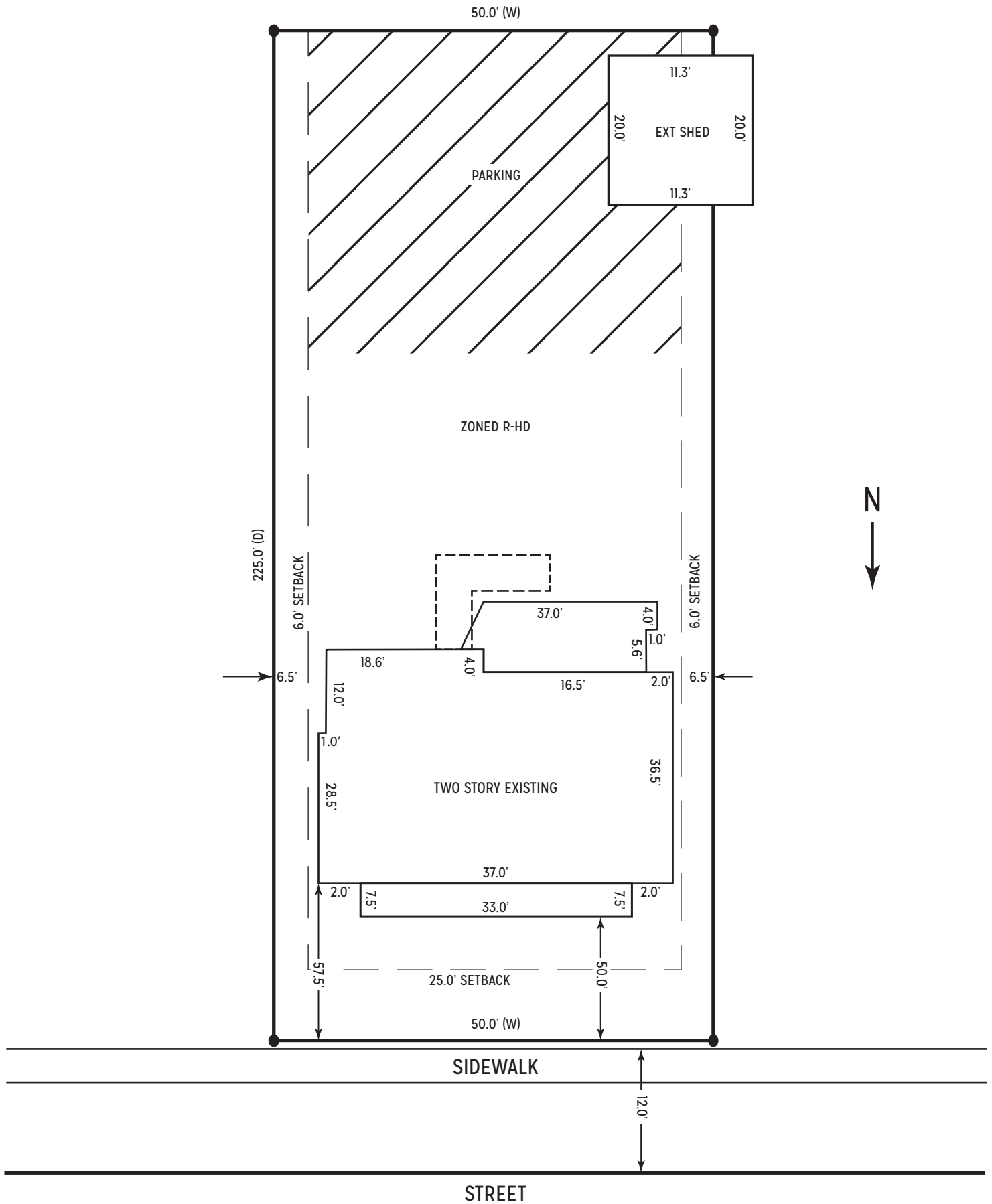
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

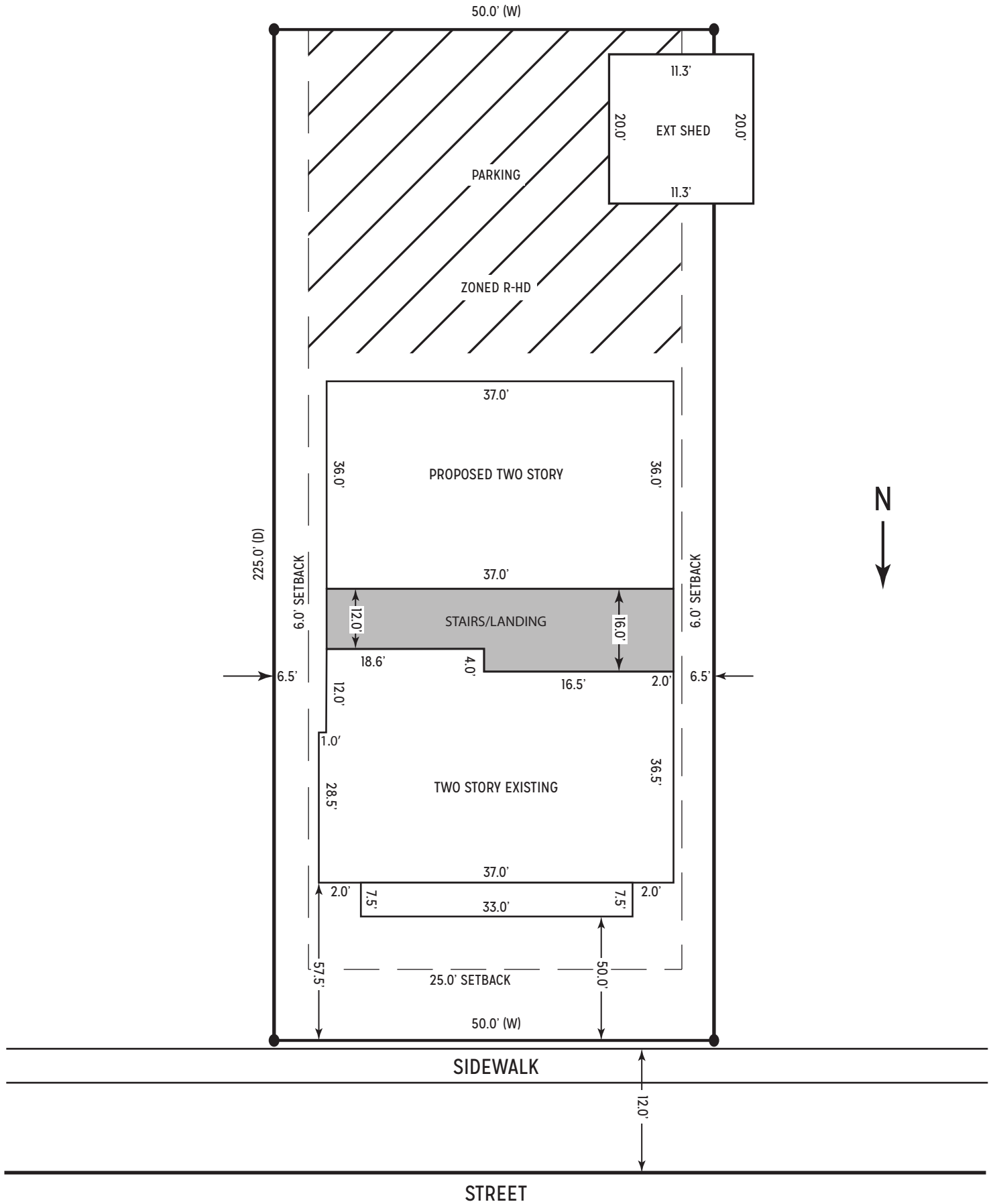
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1046 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1046 E WALNUT ST
SPRINGFIELD, MISSOURI



Streets 2012 Aerial 2009 Aerial 2008 Aerial

Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

ONE PARKWAY PLACE

R-HD

1046 E WALNUT ST

Owner Name: ZX NEWTECH LLC
Owner Address:
Parcel Number: 381324112011
Legal Description: SMITH'S AD E ADD LOT
12

Zoom to

MAGERS TRUST - ADMIN REPLAT

SMITH'S, A-E, ADD

EAST SIDE ADD

GR



1046 E Walnut St
Elevation Photo

1046 E Walnut St Elevation Photo

Peak

35' 0"

Eve

23' 0"

Porch

13' 7"

Porch

3' 6"



Peak

35' 0"

Eve

23' 0"

Porch

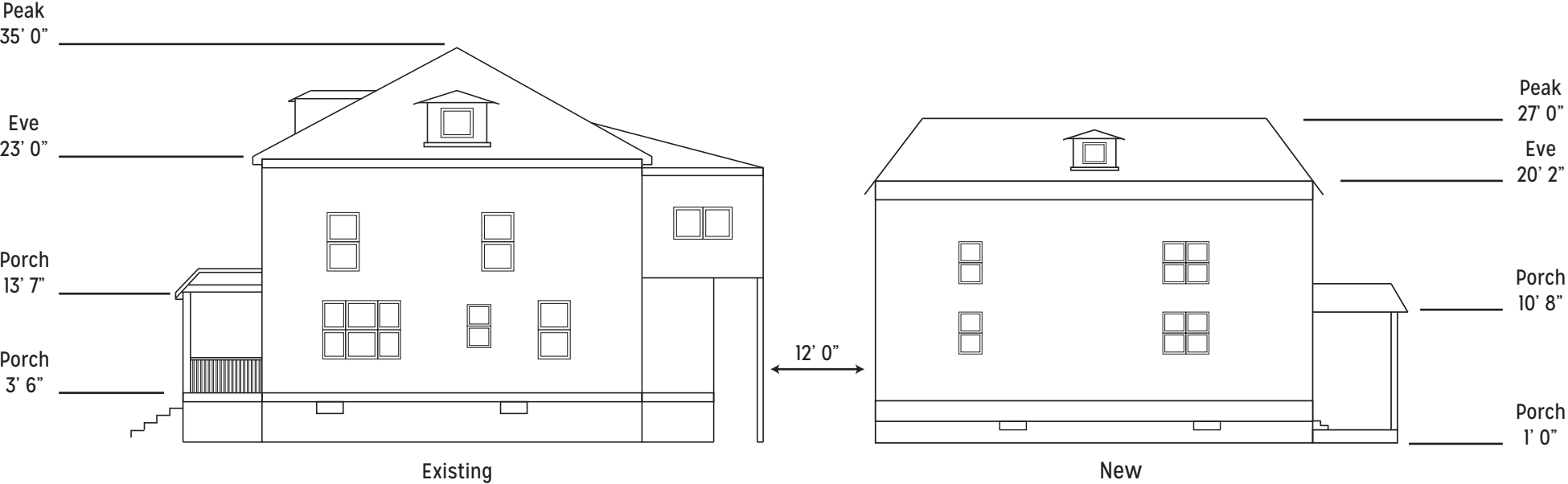
13' 7"

Porch

3' 6"



1046 E Walnut Elevations



1046 E Walnut Preservation



Existing Front of House



Existing Back of House

Demo off both X-ed sections, not original to structure or original foundation. Will repair all rear existing siding with new wood and paint to like kind

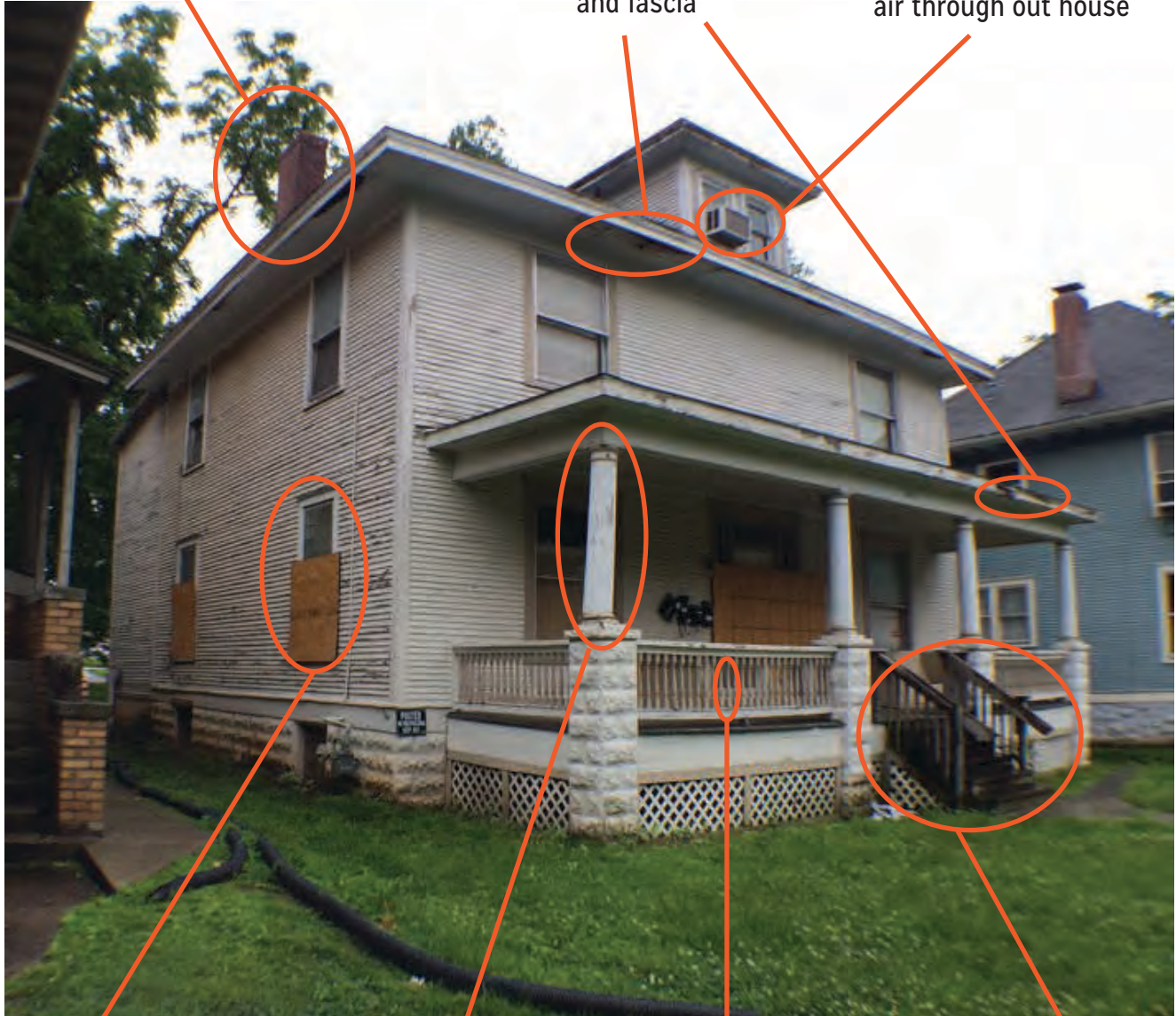
New WOOD Material Option:



Will keep chimney if structurally safe to preserve historic look

Keep/repair existing gutter system and historic soffit and fascia

Remove window unit, install central heat and air through out house



Keep existing trim work on ALL windows. If damaged replace pieces with matching new trim work

On damaged pillars - will replace column and base molds with WOOD when needed

Several options to replace missing spindles, Can have milled to match at wood working shop

Will re-finish/replace any wooden steps and porch flooring that has rotted away with matching wood product

New WOOD Material Options:



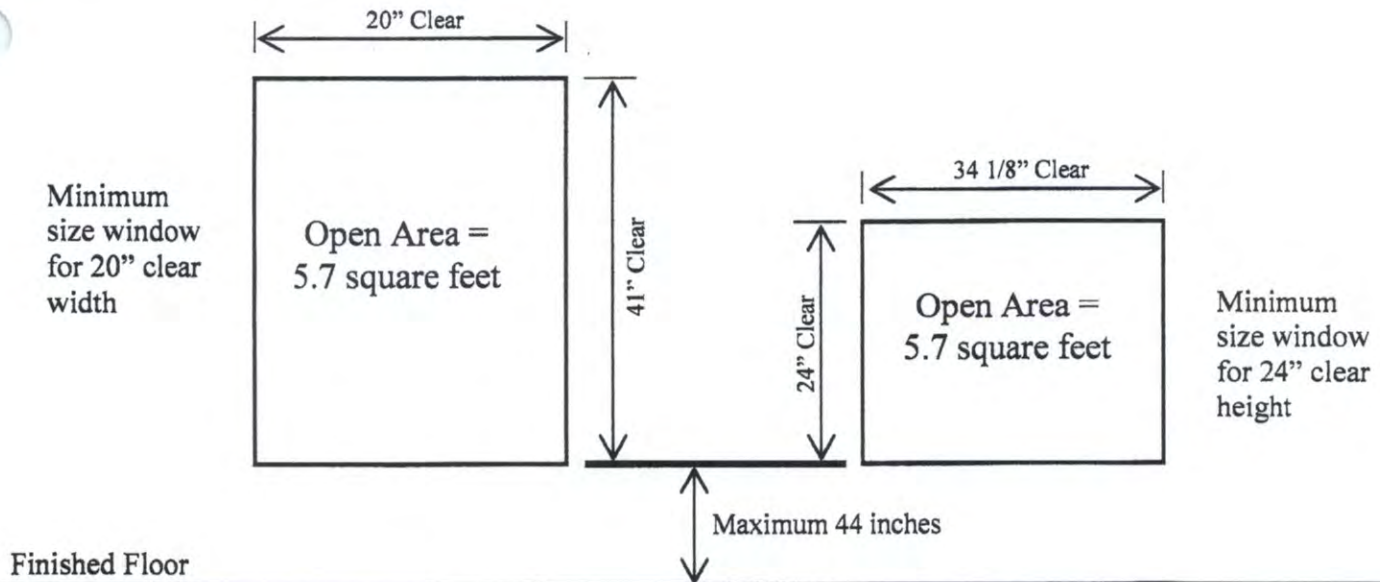


Will refinish/replace any wooden steps and porch flooring that has rotted away with matching wood product



Not part of national historic registration, will demo and remove

Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1046 E Walnut (White Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	32.5	34	1105	7.7	Y
Side	Pass	32.5	34	1105	7.7	Y
Side	Fail	24	26	624	4.3	Y
	2nd Floor					
Front	Pass	47.5	32	1520	10.6	Y
Side	Pass	47	32	1504	10.4	Y
Side	Pass	33	32.5	1072.5	7.4	Y
Side	Pass	33	32	1056	7.3	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for 'WINDOWS', 'EXTERIOR DOORS', 'INTERIOR DOORS', and 'PATIO DOORS'. The 'WINDOWS' tab is selected. The product title 'W-2500 WOOD DOUBLE-HUNG WINDOW' is prominently displayed. To the right of the window image, there are options for 'Model' (Standard Interior), 'Grille Design' (No Grille), and 'Wood Options'. Below these options, there is a section titled 'WAYS TO BUY THIS PRODUCT' with buttons for 'REQUEST A CONSULTATION' and 'FIND A STORE'. The bottom of the page includes a 'Product Overview' section with a list of features, a 'HAVE A QUESTION?' section with a contact button, and a small image of a customer service representative.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options View Product Details for more options Price Range: \$

Model
Standard Interior

Grille Design
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION FIND A STORE

Product Overview Design Options Glass Options Build & Installation Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?
Our customer service team is happy to assist you

CONTACT US

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

THE HOME DEPOT

More saving. More doing.

Shop By Department

Search All

Project: How-To

Sign In or Register Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up, Today

100% In stock at:
Springfield, MO #3012
[Change Pick Up Store](#)

1 **ADD TO CART** **SAVE TO MY LIST**

IN STOCK AT YOUR LOCAL STORE

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#)

100% In Stock
Aisle 22, Bay 065

Print Share Email

Wood Window/Sash

Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





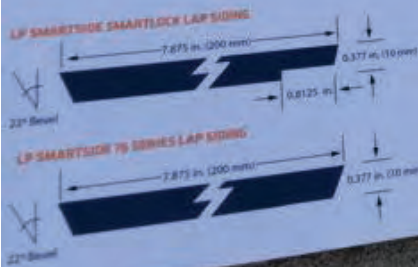
SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY



Shingles

PRO SITE



More saving.
More doing.

(Change)

Shop By
Department

Search All

What can we help you find?

Project: How-To

Sign In or Register
Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF | Model # 0600900

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles



\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up: Today

169 In stock at
Springfield, MO #3012
[Change Pick Up Store](#)

1

ADD TO CART

SAVE TO
MY LIST

 **IN STOCK AT YOUR LOCAL STORE**

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#)

169 In Stock
Aisle 22, Bay 005



Pin it

Share

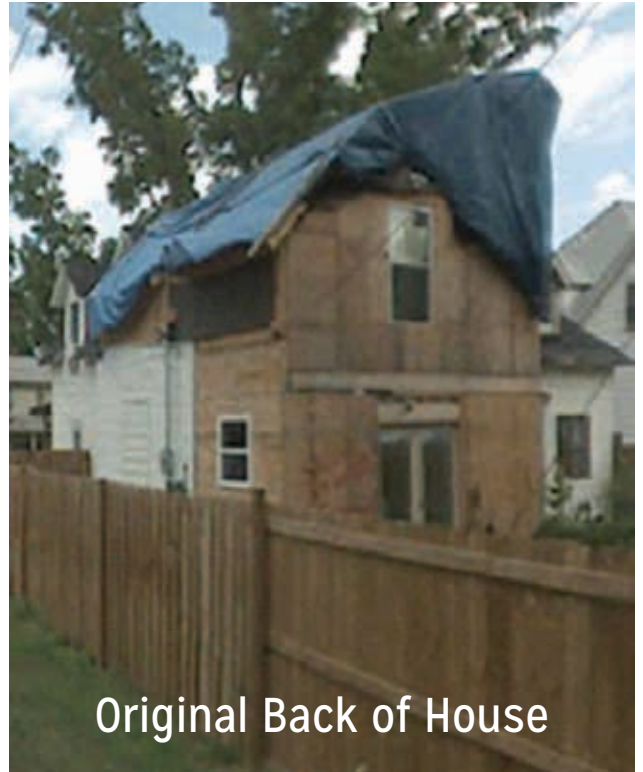
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.

Agent Detail Report

Property Types: Multi-Family, Residential Transaction Type: Sale Status: Listing Date: Listing Agent: (512005787) Daniel Hou
Listings as of 04/09/14 at 6:06pm

Active 05/02/13	Listing # 1306130	1040-1046 E Walnut St#6 Springfield, MO 65803	Listing Price:
	County: Greene	Cross St: National	
	Prop Type	Multi-Family	Prop Subtype(s)
	Region	SE - SE1	Subdivision
	Age	Over 50 years	Duplex/Triplex, Four
	Bed		Country Club West
	Baths(FH)		
	Year Built	1903	
	Tax ID	811324112011	Lot Acres (approx)
	Occupant	Vacant N/A	Phone to Show
	Owner Name	New ZXtech LLC.	417-234-8201
	DOM/CDOM	239/239	Showing Instr. Phone to show

Directions: Driving on National north, left turn onto E Walnut street. The houses are on left.
Marketing Remark: These two houses are unique homes in a great location. The new apartments can be added in the back yards. They are good investment properties for all kinds of business purpose. Seller are motivated, so bring in offers!

Listing Agent: Daniel Hou (ID:512005787) Primary: 417-234-8201 Secondary: 417-823-2300 Other: 417-823-2300, FAX: 417-823-9645
Listing Office: Murney Associates - Primrose (ID:512000166) Phone: 417-823-2300, FAX: 417-823-9645
Agreement Type: Excl. Right to Sell Listing Date: 05/02/13

Sub Agency 3% Buyer Agency 3% Transaction Broker 0

Unit Mix	No
Alternate Listing	No
Measurements	
SQFT Provided By:	Assess
Lot Size Provided By	Assess
Apx Year Built	1903
Sq.Ft.Fin.+Unfin.	Not Applicable
Apx Lot Size (Acres)	Not Available
How to Show	Appointment Only
LB Type	GSBOR
Inside City Limits	Yes
Keywords	
Zoning	Commercial
Property Features	
Historical Dist	Yes
Rec/Bank Owned	No
Unit Features	All Units
Building(s)	Two Buildings
Flood Insurance	Not Required
Parking	Paved Area, Street
Possession	At Closing
Roof	Composition
Sign on Property	Yes
Streets	Asphalt
Utilities	City, Electricity, Gas, Sewer
Water & Sewer	City Water, City Sewer
Will Sell	Cash, Conventional
Real Estate Tax	987.54
Tax Year	2009

1000

GWR
JHS

Presented By: Dixie Vaughn / Home Team Property, LLC Phone: 417-521-8833
Featured properties may not be listed by the office/agent presenting this brochure.

Property listing information (e.g. size, dimensions, condition or features) is obtained from owner, public records, or other sources. Agent/Broker believes information is reliable, but makes no representations or warranties, expressed or implied, as to its accuracy. Users bear all risk for errors or inaccuracies, and should independently verify information through personal/professional inspection. Broker may not have reviewed or approved listing enhancements. © 2014 MultiList Service Of Springfield Realtors, Inc.

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U.S. Patent 6,910,045



REAL ESTATE CONTRACT

Page 1 of 9



R100 Rev. 02/2010

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

1. **PARTIES:** This Contract is made by and between
 Rosa Homes LLC (Buyer) and
 New 7xtech LLC (Seller), and is effective
 as of the date and time defined in paragraph 23 (the "Effective Date").

2. **PROPERTY:** For the consideration hereinafter set forth, Buyer agrees to purchase and Seller agrees to sell the real property
 commonly known as
 10410+1046 E. Walnut St. Springfield, MO 65803
 (address) (city) (county) State of Missouri.

(check applicable provisions)

☒ See attached Legal Description (parties to date and initial); or ☐ Legal Description:

see title

together with all attached improvements and fixtures located on the property, and the following items included in the sale

but excluding the following items which are not being sold

all of which is, except exclusions, the "Property" in this Contract.

3. **PRICE:** The sale price to be paid by Buyer to Seller, excluding costs as hereinafter provided, is (\$ [redacted]) which Buyer agrees to pay as follows:

(check applicable provisions) ☐ Cash ☒ Check ☐ Earnest Money Note

☒ Earnest Money from Buyer in the form of [redacted] to be deposited or held pursuant to paragraph 4 hereof, upon contract acceptance, in the amount of \$ [redacted]
 (Earnest Money Note to be paid by Buyer at closing in cash or certified funds, unless otherwise provided.)

☒ Buyer obtaining financing in accordance with attached **Financing Addendum**, in the amount of \$ [redacted]
☐ Buyer's payment of balance of sale price in cash or certified funds, which includes Earnest Money Note, if any, at

closing in the amount of \$ [redacted]

(Amount to be adjusted at closing to reflect loan fees, title company fees, prorations, closing costs and other similar fees and expenses.)
 4. **EARNEST MONEY:** Earnest money shall be deposited by selling broker with Horse Team Property (selling broker's
 escrow or trust account if blank) (the "Escrow Agent") within 10 banking days after the Signature Date. Escrow Agent may deposit in
 an account insured by the FDIC with interest, if any, paid to Escrow Agent. If the transaction is closed, the Earnest Money shall be
 applied to Purchase Price or as directed by Buyer. If either party fails or refuses to perform, or if any contingency is not satisfied or
 waived, Escrow Agent shall not make a determination as to which party is entitled to the Earnest Money, and shall retain the Earnest
 Money in accordance with state law, until either: (i) Buyer and Seller have delivered joint written instructions regarding disposition to
 Escrow Agent; (ii) disposition has been ordered by a final court order; (iii) the broker deposits the Earnest Money with the court
 pursuant to applicable court rules or by the rules of any arbitration procedure; or (iv) if none of the above has occurred within 30
 days of the scheduled closing, the Escrow Agent may pay the funds to the State Treasurer as provided in RSMo Chapter 339. Any

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GRH Seller's Initials: JHS Buyer's Initials: SD Buyer's Initials: _____

Instant
Forms



REAL ESTATE CONTRACT

Page 2 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS: 1540 & 1046 E. Walnut St. Springfield, MO 65803

attorneys' fees, court costs and other legal expenses incurred by Escrow Agent in connection with such dispute, shall be reimbursed from the Earnest Money funds or note deposited with Escrow Agent. If this Contract is canceled pursuant to its terms or if the Earnest Money or Earnest Money Note is to be forfeited, collected, or refunded, the parties agree that the amount distributed shall be reduced by any additional amounts due to, or unpaid charges incurred by, listing broker, selling broker, or Escrow Agent on behalf of the party receiving the funds, as hereinafter provided.

5. CONTINGENCIES NOT CONTAINED IN THE PRINTED TERMS OF THIS CONTRACT MUST BE SPECIFIED ON AN APPLICABLE ADDENDUM AND THE DATE FOR SATISFYING SUCH CONTINGENCIES, IF ANY, SHALL BE THE CLOSING DATE UNLESS OTHERWISE AGREED IN WRITING.

6. ADDITIONAL TERMS AND CONDITIONS: The following Addenda, if applicable, are attached and incorporated herein at the time of acceptance:

☐ Addendum ☐ Contingency for Sale and Closing of Buyer's Property ☐ Possession Prior to Closing ☐ New Home Repair ☐ Possession After Closing ☐ Contingency for Lead-Based Paint Testing ☐ Debt Holder Approval Contingency

☐ Other Contingencies:

7. CLOSING AND POSSESSION: The "Closing" is the delivery of the Seller's warranty deed for the purchase price paid by Buyer after all documents have been signed, and shall be see addendum (the "Closing Date"), unless otherwise agreed to in writing. Possession of the Property and keys to be delivered to Buyer no later than _____ o'clock _____ m. on (check one): ☐ day of Closing, ☐ _____ days after Closing, or ☐ _____ days prior to Closing. If Buyer is to take possession prior to closing, a Possession Prior to Closing form should be signed by all parties. If Seller is to remain in possession after the Closing, a Possession After Closing form should be signed by all parties. Seller acknowledges that sale proceeds may not be disbursed until the deed, and deed of trust, if applicable, have been recorded.

8. SALE DATA: Broker may provide sale data of this transaction, including sale price and property address, to the Greater Springfield Board of REALTORS® and its Multiple Listing Service, its members, members' prospects, appraisers and other professional users of real estate data.

9. PROPERTY INSPECTION/DUE DILIGENCE: General Provisions: Buyer may, at Buyer's expense, employ independent, qualified inspectors of Buyer's choice (and shall arrange for any inspections and testing required by a lender, if any) to perform inspections and testing provided below. Seller shall have all utilities turned on, and give Buyer and/or Buyer's representatives reasonable access to inspect the Property. If the property is new construction, the time periods in paragraph 9 shall commence upon Seller's written notice to Buyer that all construction is completed and ready for inspection. Buyer shall be responsible for all damage caused to persons or the Property resulting from such inspections. Any reference to "days" in Paragraph 9 shall mean calendar days. Buyer must provide Seller or Listing Broker with a written list of unacceptable defects/conditions as defined in Option (a) or (b) as applicable and a copy of the relevant inspection report (the "Defects Notice") within ten (10) days after the Signature Date (or such other period specified below for a Defects Notice), following which Seller shall have ten (10) days to notify Buyer in writing (the "Defects Response") if Seller is willing to correct such defects and conditions prior to the Closing Date, in whole or in part, or to make an allowance to Buyer for the cost of correction. If Buyer provides a timely Defects Notice and either Seller does not provide a timely Defects Response, or Buyer and Seller cannot within five (5) days after Seller's Defects Response agree upon the corrections and additional testing thereafter, and/or a Purchase Price adjustment therefore (the "Defects Agreement"), then Buyer may terminate this Contract by written notice to Seller or Listing Broker within twenty-four (24) hours after the deadline to reach a Defects Agreement. In the event Buyer's inspection report indicates a specialist is required for inspection of particular areas of the Property, Buyer may so indicate in the Defects Notice and receive an additional five (5) days in which to obtain a specialist's evaluation and to report those findings to the Seller (the "Specialists' Report"), but the Defects Notice must be provided by Buyer to Seller within the original period specified for any other conditions unrelated to the area which the specialist needs to examine. A Specialists' Report and related notice of defects must be provided to Seller within the 5-day period, and Seller does not have to respond to Buyer's original Defects Notice until 10 days after the additional 5-day Specialist Report deadline. If the Buyer does not actually obtain and provide a Specialists' Report after agreed to by Seller, then Buyer is deemed to waive any objections to such condition. In the event of timely cancellation of this Contract pursuant to Paragraph 9, if not disputed, Buyer's Earnest Money deposit shall be refunded to Buyer less any expenses incurred on Buyer's behalf, and neither Party shall have any remedy against the other for damages, costs, compensation

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REAL ESTATE CONTRACT

Page 3 of 8



R100 Rev. 02/2010

PROPERTY ADDRESS: 1040 - 1046 E Walnut St, Springfield, MO 65805

or otherwise. Any repairs or corrections undertaken by or for Seller pursuant to this paragraph shall be made in a workmanlike manner with good quality materials and completed prior to Closing, unless otherwise agreed in a written document signed by the parties, and Buyer acknowledges that restoration of cosmetic appearance following such repairs might not be possible. Any suggestion regarding use of, or arrangement for, inspectors or inspections shall not constitute a recommendation as to the skill, competence, or qualification of any Inspector(s), and Seller and Listing Broker shall have no liability to Buyer for the conduct of third parties providing inspection or testing services to Buyer. If neither Seller nor Listing Broker receives a written Defects Notice or termination notice in accordance with paragraph 9, then Buyer shall be deemed to have waived any termination rights hereunder, and shall proceed to Closing and accept the Property in its "As-Is" condition on the date of Buyer's offer, except for material damage caused by Seller after the Signature Date and prior to Buyer's possession, normal wear and tear excepted. Any reference to the "Signature Date" means the date of the last signature to the Real Estate Sale Contract. The parties' rights under paragraph 9 are detailed below. **(MARK OPTION**

(a) OR OPTION (b))

OPTION (a). Limited Inspection/Due Diligence: Buyer's inspections and testing are for the sole purpose of determining whether there are any material defects or conditions existing on the Property, in the categories designated in (1), (2), and (3) below, which are not readily apparent to the Buyer and would materially affect a reasonably prudent person's decision to complete the transaction contemplated by this Contract.

(1). **Wood-Destroying Organisms:** Buyer may obtain an inspection and report of the presence of current or past untreated infestation by termites, fungi and/or other wood-destroying organisms (a "WDO Report") from a reputable, licensed pest control firm of the accessible areas of buildings or structures on the Property, to determine the presence of current or past untreated infestation by wood-destroying organisms ("WDO"). Buyer must obtain and provide a WDO Report with a Defects Notice to Seller or Listing Broker at least ten (10), but no more than thirty (30), days prior to the Closing Date, and if the WDO Report indicates evidence of current or past untreated wood-destroying insect infestation, Seller agrees to pay for the usual and customary cost of having the Property treated for the control of the infestation by a reputable, licensed pest control firm. If a timely WDO Report also indicates evidence of other untreated wood-destroying fungi and/or other organisms, or evidence of damage to the Property resulting from any WDO, the general provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

(2). **Water/well/wastewater:** Buyer and/or Buyer's lender may arrange and pay for an inspection of the water/well, septic/sewer system, wastewater treatment system, sewer and water lines (a "Water/Sewer Inspection"). Any Water/Sewer Inspection must be conducted by a provider licensed/registered with the State or County Health Department, according to R.S.Mo 701.025 et seq., and 19 C.S.R. 20-3.060, and in compliance with applicable regulations and standards. Buyer must deliver to Seller or Listing Broker a written notice of Buyer's requirement of a Water/Sewer inspection within ten (10) days after the "Signature Date", after which Seller has ten (10) days to arrange and pay for the site preparation, including exposing a portion of the wastewater system. Any Water/Sewer Inspection must be completed and the Inspector's report provided to Seller or Listing Broker within thirty (30) calendar days after the Signature Date of the Contract, but in no event shall this take place later than five (5) calendar days prior to Closing Date. Seller shall arrange and pay for the refilling of all inspection sites to grade-level. If Buyer timely delivers a report and Defect Notice indicating that the water/well/wastewater treatment system is malfunctioning or otherwise not meeting the applicable governmental standards, then the general provisions above for a Defects Response and Defects Agreement shall apply.

(3). **Other Inspections:** Any other inspection/test desired by Buyer may only be to determine whether the Property has material defects/conditions that were not readily apparent to Buyer relating to: (i) the appliances, plumbing systems, electrical system, heating system, central air conditioning system, air conditioning units, and other mechanical equipment being sold with the Property; (ii) structural or environmental aspects, sink holes, and soil composition; and, (iii) such other inspections as specifically agreed elsewhere in this Contract. Material defects/conditions do **NOT** include non-conformity with current building codes and governmental regulations with which Seller is not required to comply; condition of interior and exterior paint (excluding presence of lead-based paint); weather stripping and sealing; caulking; minor defects, deterioration or damage resulting from age, exposure to the elements, ordinary wear and tear, or conditions that were readily apparent at the time of Buyer's offer. Buyer is not entitled to include in its Defects Notice any item noted or recommended in an inspector's report that is not defined above as a material defect. The General Provisions above for a Defects Notice, Defects Response and Defects Agreement shall apply.

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Page 4 of 9



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151 PROPERTY ADDRESS: 1040 & 1046 E. Walnut St. Springfield, MA 01103

152 ☐ **OPTION (b) Unlimited Due Diligence:** For additional non-refundable consideration of \$_____ paid to
153 Seller (which shall be applied to the Purchase Price at Closing), the Buyer is obtaining a right to an unconditional due diligence
154 period to allow Buyer and its authorized representatives to be given access to inspect the Property and improvements, within
155 _____ (10 days if blank) days from the Signature Date (the "Inspection Period"), at Buyer's own expense. Within such
156 Inspection Period, Buyer must deliver in writing a notice that Buyer is electing to cancel this Contract, or a Defects Notice. If
157 neither notice is timely delivered by Buyer, then Buyer shall be conclusively deemed to accept the property and its condition, and
158 shall proceed to closing in compliance with the remainder of this Contract. If Buyer delivers a timely Defects Notice, Seller shall
159 have _____ (10 days if blank) days thereafter to deliver its Defects Response. The general provisions of paragraph 9 shall apply
160 to the extent not modified in this option (b).

161 **BUYER ACKNOWLEDGES AND AGREES THAT THE RIGHTS OF INSPECTION/DUE DILIGENCE CONTAINED IN THIS**
162 **PARAGRAPH #9 SHALL NOT IN ANY WAY RELIEVE BUYER FROM THE DUTY TO SATISFY ANY CONTINGENCIES**
163 **CONTAINED IN THIS CONTRACT WITHIN THE APPLICABLE TIME PERIODS, INCLUDING, BUT NOT LIMITED TO, COMPLI-**
164 **ANCE WITH TERMS OF A FINANCING CONTINGENCY, IF ANY.**

165 **10. VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property prior to Closing, not as
166 a contingency of the sale, but solely to confirm that (a) repairs have been completed as agreed in writing by Buyer and Seller, (b)
167 Seller has complied with Seller's other obligations, and (c) the Property is otherwise in substantially the same condition, subject to
168 normal wear and tear, as on the date of the offer, unless otherwise agreed in writing.

169 **11. REMEDIES UPON DEFAULT:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material
170 provision within the time limits required by this Contract. If either party defaults, the party claiming a default shall notify the other party
171 in writing of the nature of the default and terminate this Contract or extend the time for performance by a written document signed by
172 all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. The failure
173 to assert a default shall not constitute a waiver of the right to assert a default of the same or any other provision of this Contract. If
174 this Contract shall not be closed for the fault of Buyer, then 10% of the total sale price shall be paid by Buyer to Seller as liquidated
175 damages, it being agreed that actual damages are difficult, if not impossible, to ascertain. Any liquidated damages paid to Seller after
176 costs of collection shall be divided equally between Seller and Listing Broker. If this Contract shall not be closed for the fault of Seller,
177 then 10% of total sale price shall be paid by Seller to Buyer as liquidated damages, to be divided equally between Buyer and Buyer's
178 Broker after costs of collection, in addition to return of Buyer's Earnest Money less expenses incurred on Buyer's behalf, it being
179 agreed that actual damages are difficult, if not impossible to ascertain, or Buyer may pursue any other remedies, including suit for
180 specific performance. If legal action is brought arising out of the Contract, the prevailing party shall be entitled to reasonable attor-
181 neys' and paralegal fees, and other costs, charges and expenses incurred related to enforcing this Agreement.

182 **12. SELLER'S DISCLOSURE STATEMENT: (mark one below)**
183 ☐ **Not Applicable.** Seller is not providing any Seller's Disclosure Statement or other written statement about the Property's
184 condition or features, except as required by federal, state or local law. Seller has been informed of Lead-based Paint and
185 Methamphetamine Disclosure Requirements.

186 ☒ **Received.** Seller has provided a voluntary Seller's Disclosure Statement containing information relating to Seller and the
187 Property. Buyer confirms that before signing this contract form as an offer to purchase, Buyer received and signed a copy of Seller's
188 Disclosure Statement. The Buyer acknowledges the Seller's Disclosure is not a substitute for any inspection that Buyer may wish to
189 obtain, and Buyer is advised to address any concerns Buyer may have about information in the Disclosure Statement by use of
190 contingencies to this Contract, and by having the Property inspected by qualified professionals. Buyer acknowledges and agrees that
191 the Property is being sold in its existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made
192 any representations or warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the
193 Property, other than the following:

194 ☐ **Buyer Requirement.** Within _____ hours (24, if left blank) after the Effective Date, Seller shall provide a Seller's Disclosure
195 Statement containing information relating to Seller and the Property. The Buyer will be entitled to _____ hours (72, if left blank) to review

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199 Seller's Initials: GML Seller's Initials: JHS Buyer's Initials: [Signature] Buyer's Initials: [Signature]

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Page 5 of 9



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204 PROPERTY ADDRESS: 1040 + 1046 E. Walnut St. Springfield, MO 65803

205 the disclosure, and notify if Buyer wants to terminate the Contract based upon the disclosure(s) (and if not disputed, be refunded the
206 Earnest Money). If Buyer does not terminate within such time period, then Buyer waives any conditions in the Disclosure, and shall
207 proceed under the Contract. Buyer acknowledges that the Seller's Disclosure is not a substitute for any inspection(s) that Buyer may
208 wish to obtain, and Buyer understands that the inspection periods in this Contract are not delayed or extended by this paragraph.
209 Any concerns Buyer may have about the Property or Seller must be addressed by use of contingencies to this Contract, and by
210 having the Property inspected by qualified professionals. Buyer acknowledges and agrees that the Property is being sold in its
211 existing condition, and that neither the Seller nor any person acting on behalf of the Seller have made any representations or
212 warranties, written or oral, relating to the Seller or the Property, upon which Buyer is relying in purchasing the Property, other than
213 the following:

214 **13. SELLER/BUYER DISCLOSURES:** Seller reaffirms there have been no material, adverse changes to the facts disclosed in
215 Seller's Disclosure Statement (if any). Each party affirms there are no material, adverse financial or legal conditions that might affect
216 its ability to convey/purchase the Property or perform any other conditions of this Contract. Both parties agree to immediately provide
217 their Tax Identification Number if requested by the Closing Agent or a lender. Each party represents to the other that no laws disqualify
218 them from the transaction contemplated under this Contract, including but not limited to the USA Patriot Act (Public Law 107-56) and
219 Presidential Executive Order 13224 (effective September 24, 2001).

220 **14. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer is solely responsible for investigating any possibility of criminal
221 activity or sex offenders being in the vicinity of the Property. A "Sex Offender Registry" is freely available on the Missouri State
222 Highway Patrol's (and most County Sheriffs') Internet websites relating to persons who have registered because they have been
223 convicted of, found guilty of, or plead guilty to committing or attempting to commit sexual offenses. It is understood that these sources
224 may not reflect the entire criminal history of a particular individual, that offenders of other serious crimes such as kidnapping, felonious
225 restraint, or child abuse may not be listed on these websites.

226 **15. CLOSING PROCEDURES:** Necessary title information shall be ordered by Seller within ten (10) days after the Signature
227 Date and promptly delivered to Buyer. Seller shall provide at Seller's expense a commitment to insure title in the amount of the
228 purchase price from a company authorized to insure titles in the State of Missouri, showing merchantable title in Seller in accordance
229 with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivi-
230 sion restrictions, covenants, declarations, setback lines, easements, and zoning laws of record as of the Effective Date, and the lien
231 of current year's taxes. Buyer may, at Buyer's expense, obtain a survey (and shall obtain a survey if required by a lender or title
232 company). Buyer shall pay the premium for title policy. Buyer may, at Buyer's expense, have the title commitment examined, and if
233 applicable, Buyer shall provide to Seller or Listing Broker in writing any valid objections to title and survey prior to the Closing Date,
234 and Seller shall make reasonable effort to correct the valid objections, and if not corrected, Buyer may waive the objections and close,
235 or elect to terminate the Contract, and if not disputed, receive the Earnest Money less any expenses incurred on Buyer's behalf. At
236 Closing, Seller shall deliver a warranty deed and all other documents and funds reasonably necessary to complete the Closing, and
237 Buyer shall deliver cash or certified funds sufficient to satisfy Buyer's payment obligations and all other documents necessary to
238 complete the Closing. If a closing fee is charged, the cost will be shared equally by Seller and Buyer, unless otherwise provided.
239 Recording fees shall be paid by the party for whom the fee is attributable. Closing Agent must be acceptable to Listing Broker, and
240 Closing shall occur at Closing Agent's office unless agreed otherwise in writing. Seller will warrant at Closing there are no unpaid bills
241 for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by
242 special assessment or fee. If requested by Buyer or Buyer's lender, Seller agrees to furnish all assurances, indemnities, deposits, or
243 other requirements of the insuring Title Insurance Company in order for an Owners' Title Insurance Policy, when issued, to contain
244 no exception as to mechanic's/materialmen's liens or the right to such liens not shown by the public records. Buyer agrees that if
245 Seller cannot furnish requirements for this coverage then Buyer may elect either to waive this requirement and accept an Owners'
246 Title Insurance Policy without unrecorded mechanic's/materialmen's lien coverage and close, or terminate this Contract and have the
247 Earnest Money deposit made herewith returned, less any expenses incurred on Buyer's behalf. Rental deposits held by Seller, if any,
248 shall be credited to Buyer at Closing. Brokers will be paid at closing as set forth in the Broker Services Agreement. Parties agree to
249 provide their tax identification number and proof of identity immediately upon lawful request by closing agent/lender.

250 **16. PRO-RATION:** Taxes, insurance, interest, onsite fuel, rentals, and association dues, if applicable, shall be prorated to Closing

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Page 6 of 9



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Date. If the current year's taxes cannot be determined, the pro-rata will be based on the preceding year's taxes with adjustments for known changes in assessed valuation or tax levies.

17. LOSS: In the event of material loss from fire or other casualty prior to Closing, Buyer may elect to accept the insurance proceeds, if any, and close, or to terminate this Contract and have the Earnest Money deposit returned, less any expenses incurred on Buyer's behalf.

18. BINDING EFFECT; APPLICABLE LAW: This Contract shall be binding on and for the benefit of the parties and their respective heirs, personal representatives, executors, administrators, or assigns, and shall be construed and enforced in accordance with the internal laws of the State of Missouri.

19. ENTIRE AGREEMENT: This Contract and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Contract, which supersedes all prior Agreements, and this Contract may not be changed, modified, or amended, in whole or in part, except by a written document signed by all the parties.

20. ASSIGNMENT OF CONTRACT: This Contract may be assigned by Buyer unless this contract is subject to a financing contingency, in which case it is assignable only with the prior written consent of Seller, which consent shall not be unreasonably withheld.

21. TIME IS OF THE ESSENCE: Time is of the essence in the performance of each provision of this Contract by the parties. All references to a specific time shall mean Central Time. All references to periods of days shall mean calendar days, unless otherwise provided.

22. NOTICES: Unless otherwise specified elsewhere in this contract, any notice required or permitted shall be in writing and may be delivered in person or sent by telefax or certified mail postage prepaid, to the address or number set forth in this Contract or such other address or number specified by a party in writing. Notice shall be deemed made at the date and time of personal delivery, sending of telefax or mailing. Receipt of notice by a Broker (Salesperson) assisting a party shall be deemed receipt by the party.

23. EXECUTION; EFFECTIVE /SIGNATURE DATE: The execution and delivery of an original or facsimile transmissions of this Contract shall constitute legal and binding obligations of the parties upon execution by all parties and the giving of oral or written notification of such execution by the salesperson assisting the last party that executes the Contract to the other party or to the salesperson assisting them, if applicable. Notice of execution is effective upon its sending, regardless of time of receipt, and shall constitute the "Effective Date". Any reference to "Signature Date" means the date of the last party's signature on the Real Estate Sale Contract.

24. MULTIPLE OFFERS & CONFIDENTIALITY: Buyer is aware that it is possible that the existence, terms, and conditions of any offer they make may be disclosed to other potential purchasers, by Seller or by Seller's representatives, in an effort to procure multiple offers.

EXPIRATION OF OFFER: This offer shall expire unless accepted by Seller on or before 4/4/14 at 12:00 o'clock p.m. unless previously withdrawn by Buyer. Notice of acceptance, rejection or counter offer shall promptly be delivered to Buyer.

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Page 7 of 9



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301 PROPERTY ADDRESS: 1040+1046 E. Walnut St. Spfld, Mo 65503

302
303 ☐ **Back-up Offer:** Buyer understands that this Offer, if accepted, will be for a back-up contract, because the Property is already
304 under one or more contract(s) with other buyers that may contain certain preconditions to closing such as the prior buyer selling
305 its property, or obtaining financing, or other contingencies (called "contingency contracts"). Some contingency contracts allow the
306 Seller to give notice of this contract being signed, and the prior buyer will have a certain amount of time to waive their contingen-
307 cies to keep their contract in force or the Seller may terminate the prior contract (called a "kick-out clause"); others may allow the
308 Seller to accept this offer and immediately terminate the prior contract(s); others may not give Seller the right to cancel until
309 closing fails or prior buyer agrees to cancel. Buyer understands that the contract(s) with priority over this offer is/are:

- 310
311 ☐ **Kick-Out Clause:** notice must be given, and prior buyer can prevent its contract from being terminated by Seller.
312 ☐ **Terminated by Agreement or Failure to Close:** Seller cannot cancel—prior buyer(s) must agree to cancel or other-
313 wise fail to close.
314

315 Buyer agrees that acceptance and signature of this contract by Seller are contingent upon the failure of the pre-existing
316 contract(s) to close, whether by kick-out notice, automatic cancellation or failure to meet conditions for closing. It is agreed that
317 the "effective date" of this Contract shall be the date that Seller gives written notice that this Contract has become the primary
318 contract, until which time Buyer may cancel this Contract in writing. The time limits specified elsewhere in this Contract shall
319 commence on the "effective date" defined in this paragraph, rather than the Signature Date. The Selling Broker shall deposit any
320 Earnest Money from Buyer in accordance with paragraph 4.
321

322
323 **INSTRUCTION TO LISTING BROKER:** Page 9 of this Real Estate Sale Contract should be signed by Seller only if Seller
324 accepts the offer:

325 ☐ ACCEPTED ☐ COUNTER OFFER ☐ REJECTED
326

327
328 **INSTRUCTION TO BROKER:** Selling Broker (Salesperson) must complete all Broker information (except signatures or initials of
329 Listing Broker) prior to having Buyer sign and presenting the offer.
330

331 The Signing of this Form Confirms the Parties' Receipt of the Broker Disclosure Form Prescribed by the Missouri Real
332 Estate Commission, upon Broker Obtaining Any Personal or Financial Information or Before the Signing of a Brokerage
333 Services Agreement, Whichever Occurred First.
334

335 The Duties of the Broker in a Real Estate Transaction Do Not Relieve a Seller/Landlord or a Buyer/Tenant from the
336 Responsibility to Protect Their Own Interests. You Should Carefully Read All Documents to Assure They Adequately
337 Express Your Understanding of the Transaction. A Real Estate Licensee is a Person Qualified to Advise about Real Estate.
338 If Legal or Tax Advice Is Desired, Consult an Attorney or Tax Advisor.
339

BROKER FEES

(Check all applicable boxes)

342
343
344 ☒ Seller/Landlord
345 ☒ Seller/Landlord

☐ Buyer/Tenant
☐ Buyer/Tenant

to pay Listing Broker's Fee
to pay Selling/Leasing Broker's

346
347
348
349
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Page 8 of 9



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LISTING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Listing Broker is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Listing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller.

☐ **DUAL LIMITED AGENT.** Listing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information known about the Property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER.** Listing Broker (salesperson) is acting as a transaction broker assisting the Seller/Landlord under a Listing Agreement, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

☐ **NO LISTING BROKER.** The Seller/Landlord acknowledges that there is no Listing Broker (salesperson), and the Selling/Leasing Broker (salesperson) is assisting or representing Buyer/Tenant and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord

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FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 1 of 2

R110 Rev.9/06

The undersigned hereby agree that this Financing Addendum shall become a part of the attached Real Estate Sale Contract
between Rosa Jones LLC as Buyer and
New Ztech LLC as Seller, for Seller's
property located at 1040 x 1040 E. Walnut St. Springfield MO 65803
(Only those paragraphs which are completed shall be applicable. Special Agreements and/or other financing contingencies should
be completed at the bottom of this form.)

☐ **A. NEW FINANCING:** This Contract is contingent upon Buyer obtaining new financing in the amount of
\$ _____. Buyer shall make a formal written application for credit and order and pay for all appraisals within
_____ days (7 days if blank) after contract acceptance, and shall pay all fees and provide all information required by Lender. Buyer
shall use best efforts to obtain financing, including, but not limited to, acceptance of financing terms, conditions, fees, interest rates
and amortization periods, which are generally available from Lenders in the vicinity of the Property, as of the application date. Buyer
shall, upon written request of Seller, provide Seller within seven (7) days, a written opinion from Buyer's Lender stating Lender's belief
that the loan will be made to Buyer by Lender, subject to employment and credit verifications and satisfactory appraisal, or that the
loan requested by Buyer will not be made. Seller may terminate this Contract by written notice to Buyer if (i) Buyer fails to provide
the written opinion from the Lender, or (ii) after receipt of the written opinion Seller reasonably determines that Lender will not make
the loan. Such notice shall be made by Seller within seven (7) days of the due date for the written opinion of Lender or the receipt of
the written opinion, whichever is earlier, failing which Buyer shall be deemed to have satisfied this condition. If the Contract is termi-
nated as a result of Buyer's inability to obtain financing, through no fault of Buyer, Buyer's Earnest Money shall be returned, less any
expenses incurred on Buyer's behalf.

☐ **B. LOAN ASSUMPTION:** The Property is subject to the lien of a first deed of trust, securing the payment of a promissory note
payable to _____, with a remaining term of approximately _____
years, and currently bearing interest of _____ percent per annum, with an unpaid principal balance as of the closing date of approxi-
mately \$ _____ and the Buyer will, on the closing date, as part of the purchase price, assume and agree to pay
the actual remaining unpaid balance of said note. (Assumption by Buyer does not necessarily relieve Seller from continued liability.)
In the event Buyer is unable to obtain consent of the Lender to assume the loan within _____ days of the Effective Date, then this
Contract shall be null and void and Buyer's Earnest Money shall be returned less any expenses incurred on Buyer's behalf.

☒ **C. SELLER FINANCING:** Seller agrees to provide financing in the amount of \$ _____ with interest
at 10% percent per annum amortized over a period of 12 ☐ Years ☒ Months with monthly principal and interest
payments of \$ 3422.53. Payments shall be made payable
to New Ztech LLC and shall be delivered to
_____ on the 15 day of each month, and the first payment will be
due see addendum. Property insurance and real estate taxes shall be paid when due by Buyer. There will be an
additional principal payment of \$ _____ payable on _____. The entire remaining
unpaid balance will balloon and become due in 12 months from closing. This financing shall be secured by a ☐ (First Deed of

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING.

Seller's Initials: G Seller's Initials: J Buyer's Initials: DP Buyer's Initials: _____





FINANCING ADDENDUM

THIS FINANCING ADDENDUM, WHEN SIGNED BY ALL PARTIES, BECOMES PART OF A
LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.



Page 2 of 2
FMD Rev. 9/08

51 PROPERTY ADDRESS: 1840 + 1046 E. Walnut St. Springfield, MO 65803

52 Trust) ☒ (Second Deed of Trust subject to _____

53 _____) unless otherwise specified in Special
54
55 Agreements below. Buyer will provide and authorizes release of credit information to Seller and Seller may refuse financing if Buyer's
56 financial information is unsatisfactory to Seller, in which event Seller shall provide written notice of termination to Buyer within _____
57 days (7 days if blank) of Seller's receipt of the credit information, failing which Seller shall be deemed to have approved Buyer's cred-
58 it status, provided there is no subsequent material change in Buyer's credit status prior to closing, and provided in the event of such
59 material change, the Contract at Seller's option shall be null and void and Buyer's Earnest Money shall be returned less any expens-
60 es incurred on Buyer's behalf. The financial documents shall contain the following provisions: (i) Buyer shall not assign, transfer, or
61 sell on Contract for Deed without the prior written consent of Seller. Buyer shall have the right to prepay without penalty, at any pay-
62 ment date; (ii) the financing documents will provide usual and customary terms unless specified in Special Agreements below.

SELLER IS ADVISED TO SEEK LEGAL COUNSEL AND/OR TAX ADVICE PRIOR TO AGREEING TO PROVIDE FINANCING

64
65
66
67
68 ☐ D. GOVERNMENT FINANCING: If the new financing described in paragraph A above is subject to Buyer's ability to obtain a
69 U.S. Government insured or guaranteed loan (FHA or VA) or any such loan which is underwritten according to U.S. Government
70 Loan Standards or HUD Regulations (such as MHDC Bond Money), a Government Financing Addendum shall be completed and
71 attached to this Contract.

72 ☐ E. FINANCING CONTINGENCIES: Buyer's obligation to obtain financing is contingent upon:

73 ☐ Receiving a "gift letter" in the amount of \$ _____ from _____ within ten
74 (10) days of the Effective Date.
75 ☐ Co-signing on loan by _____ in which case co-signer(s) agrees to provide writ-
76 ten confirmation within ten (10) days of the Effective Date.

77
78
79 ☒ F. SPECIAL AGREEMENTS: see addendum

80
81
82
83
84
85
86 Signed on _____, 20____ at _____ m. Signed on 9/10, 2014 at 3:00 p. m.

87
88
89
90
91
92 G
93 Seller

94
95 J
96 Seller

Managing member of Roza Capital Group
Buyer

Buyer

97
98
99
100
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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Seller's Initials: G Seller's Initials: J Buyer's Initials: AD Buyer's Initials: _____





ADDENDUM

Page 1 of 1



RT156 Rev. 9/08

01 THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN
02 ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- 03 ☒ **Special Agreements:** Used for additional terms not covered by the original Sale Contract form, for terms which required
04 additional explanation, OR, for changes in the preprinted contract language.
05 ☐ **Change:** Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new
06 terms.
07 ☐ **Counter Offer:** Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and
08 Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including
09 Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers
10 or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use
11 a new Addendum. If the Counter Offer modifies the sale price, and the offer contains a financing contingency, the
12 amount to be financed will be the same percentage of the sale price that the original offer contained, unless spec-
13 ified otherwise in writing.
14 ☐ **Waiver:** Used to remove contingencies or other requirements of the original Sale Contract.
15 ☐ **Modified Offer/Modified Counter Offer:** Used when an offer or counter offer previously made is being modified prior to
16 signature and notification by the other party.

17 The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

18 P. Sza Homes LLC as Buyer and

19 New Bxteck LLC as Seller, for Seller's

20 Property located at: 1060 + 1040 E. Walnut St Spfld. MO 65803

21 In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

22 Upon agreed terms of price and purchase procedure this contract will include a window of time for the buyer to
23 receive in writing satisfactory results to; financing acceptance, city and historical district questions and concerns to
24 the current use and proposed changes. After these things are addressed and are satisfactory the closing date will
25 be established on or before 60 days from that time.

26 2) Vary boundary lines + both properties w/ all #apartments within
27 them now.

28 By their signature, the undersigned acknowledge receipt of a copy of this document. **THIS IS A LEGALLY BINDING CONTRACT;**
29 **IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY.** Any change to this Agreement must contain the initials of all
30 parties.

31 Signed on 4/17, 2014 at _____ m Signed on 4/10, 2014 at 4:30 P. m

32 Guangwen Lin

33 Seller

34 Junkang Shun

35 Seller

36 Marney

37 Listing Broker

38 Maat

39 Authorized Salesperson

40 [Signature]

41 Buyer Managing Member of Rose Capital Group LLC

42 Buyer

43 Home Team Property

44 Selling Broker

45 [Signature]

46 Authorized Salesperson

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PARTIES ACKNOWLEDGE RECEIPT OF THIS PAGE BY INITIALING

Seller's Initials: GL Seller's Initials: JS Buyer's Initials: HT Buyer's Initials: _____

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Forms



ADDENDUM

Page 1 of 1



RIHA Rev. 1/2014

THIS ADDENDUM IS TO BE USED FOR ANY OF THE FOLLOWING PURPOSES. CHECK ONLY ONE BOX. IF MORE THAN ONE PURPOSE IS REQUIRED, USE ADDITIONAL FORMS.

- ☐ Special Agreements: Used for additional terms not covered by the original Sale Contract form, for terms which required additional explanation, OR, for changes in the preprinted contract language.
- ☐ Change: Used when a Sale Contract has been previously signed by Buyer and Seller and they now have renegotiated new terms.
- ☒ Counter Offer / ☐ Modified Offer: Used when the original offer was not acceptable and consequently NOT signed by both the Buyer and Seller. By signing this Counter Offer, Buyer and Seller accept all other terms of the original contract offer by Buyer (including Addenda) EXCEPT those which are modified or supplemented by this Counter Offer Addendum. Any prior Counter Offers or other post-offer Addenda not signed by both parties are not part of the Contract. Subsequent Counter Offers should use a new Addendum. If the Counter/Modified Offer changes the sale price, and the offer contains a financing contingency, the amount to be financed will be the same percentage of the sale price that the original offer contained, unless specified otherwise in writing.
- ☐ Waiver: Used to remove contingencies or other requirements of the original Sale Contract.

The Undersigned hereby agree that this Addendum shall become a part of the attached Real Estate Sale Contract between:

Roza Homes LLC

as Buyer and

Junhong Shen & Guanwen Lin

as Seller, for Seller's

Property located at:

1040 & 1046 E. Walnut St, Springfield, MO

In addition to, or as amendments to, the provisions of the contract and Standard Contract Provisions, the parties agree as follows:

- The sale price to be \$400,000;
- Sellers to be Junhong Shen & Guanwen Lin instead of New ZxTech LLC.

3. Sellers will not do financing.

By their signature, the undersigned acknowledge receipt of a copy of this document. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, CONTACT A REAL ESTATE ATTORNEY. Any change to this Agreement must contain the initials of all parties.

Signed on April 9, 2014 at _____ m

Signed on 4/29, 2014 at 11:28 a m

Seller Guanwen Lin

Buyer Murphy Associates - Primrose

Seller Junhong Shen

Buyer Murphy Associates - Primrose

Listing Broker Murphy Associates - Primrose

Selling Broker Murphy Associates - Primrose

Authorized Daniel H. Hov

Authorized Salesperson Daniel Hov

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Seller's initials: EWL

Seller's initials: JHS

Buyer's initials: MD

Buyer's initials: _____

Instant forms



REAL ESTATE CONTRACT

Page 8 of 9



R100 Rev. 02/2010

PROPERTY ADDRESS:

1040 + 1046 E. Walnut St. Springfield, MO 65803

SELLING/LEASING BROKER

(Check only ONE box)

The undersigned parties confirm that they have been informed no later than the first showing, upon first contact, or immediately upon the occurrence of a change to the broker's relationship, and before signing an offer to purchase/lease, that the Selling/Leasing Broker (salesperson) is a:

☒ **SELLER/LANDLORD'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Seller/Landlord. Information given to the salesperson by the prospective Buyer/Tenant may be disclosed to the Seller/Landlord.

☐ **BUYER/TENANT'S LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as an agent on behalf of the Buyer/Tenant.

☐ **DUAL LIMITED AGENT.** Selling/Leasing Broker (salesperson) is acting as a dual agent, and will represent both Buyer/Tenant and Seller/Landlord, as a result of the following circumstances:

Broker may reveal any information about the property, but will not reveal confidential personal information about either party to the other without written authorization. Such confidential information includes (1) the lowest price the Seller/Landlord might accept, (2) the highest price the Buyer/Tenant might pay, (3) any previous offers or counter offers made by either party, (4) either party's motivations to purchase, lease or sell, and (5) that a party will agree to financial terms other than those offered.

☐ **TRANSACTION BROKER ASSISTING BUYER/TENANT.** Selling/Leasing Broker (salesperson) is acting as a transaction broker assisting the Buyer/Tenant, without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant, and was authorized to show the Property pursuant to a written agreement signed by Seller/Landlord.

☐ **NEUTRAL TRANSACTION BROKER.** Selling/Leasing Broker (salesperson) is acting as a neutral transaction broker assisting both parties without any agency or fiduciary relationship with either Seller/Landlord or Buyer/Tenant.

Signed on 4/17, 2014 at _____ m.

Signed on 4/10, 2014 at 3:00 p.m.

Seller's Signature Gilangwen Chen

Buyer's Signature Murray, member of Rose Capital Group

Address _____

Address

1031 E. Battlefield

Seller's Signature Junhong Shen

Buyer's Signature _____

Address _____

Address _____

Listing Broker Murray (Print or Type)

Selling Broker Home Team Property (Print or Type)

Authorized Listing Salesperson Daniel Hua 4/17/14 (Date)

Authorized Selling Salesperson [Signature] 4/10/14 (Date)

☒ A "Designated" Salesperson

☒ A "Designated" Salesperson

Address _____

Address 5503 N. 17th St.

Telephone _____

Telefax _____

Telephone 417-521-8933

Telefax #1234567

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PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS PAGE BY INITIALING BELOW.

Seller's Initials: GWC Seller's Initials: _____ Buyer's Initials: MD Buyer's Initials: _____

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LANDMARKS BOARD

CITY OF SPRINGFIELD
P.O. BOX 8368
SPRINGFIELD, MISSOURI 65801
417-864-1031

STAFF REPORT

WALNUT STREET URBAN CONSERVATION DISTRICT – WEST

DATE: June 26, 2014

PROPOSAL:

Rehabilitation of Existing Structure:

1. Repair or replace existing siding with material in-kind to original and repaint.
2. Repair or replace all windows in-kind to original or to meet current building code safety egress guidelines with a wood sash window. Discuss possibility of using exterior storm windows on existing windows.
3. Repair or replace existing porch rails, pillars and spindles in-kind to original and repaint to match. Repair historic dental and cedar accents around porch.
4. Repair or replace trims, corners and band boards in-kind to original and repaint to match.
5. Repair or replace gutters and downspouts retaining historic elements in the front and side of building. At the rear of the building, where gutters and downspouts do not exist, install new using materials in-kind to front and sides.
6. Repair and replace roof with new decking and shingles in-kind to existing.
7. Repair or replace the soffits, fascia and moldings in the rear of the structure in-kind to the front and sides with wood like material, cresting, molds, medallions, trim and decorative elements.
8. Remove/demolish rear additions that do not contribute to the historic structure.
9. Replace non-contributing door(s) on the rear elevation with new wood door(s).
10. Repair existing chimney or remove it if unsound structurally.

Other Site Work:

1. Repair or replace all walkways, curbs, steps or walls that are damaged or missing sections in-kind to original.

2. Add and/or stripe new parking spaces at the rear of the lot to meet current off-street parking requirements.

New Construction of Duplex:

1. Construct a new detached duplex structure behind the existing historic structure as shown on attached site plan and described in attached narrative.
 - a. LP Smart Side textured product lap series for siding, trim and fascia
 - b. Vinyl windows
 - c. Steel doors with lighting pattern
 - d. Metal gutters and soffits
 - e. Roof line will not exceed height of current structure and materials will match historic structure in type.
 - f. Walkways, curbs, steps or walls
 - g. Fencing
 - h. Parking & driveways

BACKGROUND:

LOCATION: 1144 E. Walnut Street

APPLICANT: Roza Capital Group, LLC c/o Brandon Dickman (under contract)

RECOMMENDATION:

Staff recommends **approval** of this request, however, the Landmarks Board will need to determine if the new structure and the proposed materials are compatible with other structures in the area without imitating historic building styles.

FINDINGS:

1. The house at 1144 E. Walnut St. is considered a contributing structure in the Walnut Street National Historic District and Walnut Street -West Urban Conservation District.
2. The proposed rehabilitation work is consistent with the Walnut Street Urban Conservation District –West requirements and Walnut Street Historic District Design Guidelines.
3. The size and roofline of the proposed duplex is compatible with massing and scale of the historic structure and will not be easily viewable from Walnut Street.

4. The proposed vinyl windows on the new structure may be inconsistent with the Secretary of Interior's Standards for Rehabilitation and Walnut Street Design Guidelines. Though, the application of vinyl products is not mentioned in the New Construction section of the design guidelines. The proposed steel doors may have similar issues.
5. The Secretary of Interior Standards for Rehabilitation state that any new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
6. The applicant does not currently own the property, but is under contract to purchase it under certain conditions.

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT A
BACKGROUND REPORT
1144 E. Walnut Street

APPLICANT'S PROPOSAL:

The applicant is proposing to rehabilitate the historic structure and construct a new detached duplex behind it as shown on attached photo's, drawings and product literature.

STAFF COMMENTS:

1. All of the proposed exterior renovations to the existing historic structure follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards for Rehabilitation except the possible removal of the chimney. The Landmarks Board will need to determine whether the removal of the chimney is an option for the applicant or if the chimney is an important characteristic of the structure that should be repaired or replaced. If the chimney is determined to be structurally compromised, alternatives can be discussed between the applicant, BDS and the board. Staff does not object to the demolition of the existing brick outbuilding since it is not contributing to the historic district.
2. The proposed duplex is permitted in the R-HD, High-Density Multi-Family Residential District and Walnut Street-West Urban Conservation District. The proposed residential densities are comparable if not less intense than the apartments in the existing structure. The new construction, detached duplex, appears to follow the Walnut Street Design Guidelines and Secretary of the Interior's Standards by being located behind the historic structure, not overpowering the historic structure and not creating any false historic appearances. The new materials proposed should differentiate the historic from the new. After reviewing the guidelines and applicant's submittal, staff believes the proposed duplex is harmonious in scale to the historic structure and does not detrimentally affect the view from Walnut Street.
3. While the Walnut Street Design Guidelines regarding new construction does not specifically prohibit vinyl windows, the Secretary of Interior's Standards recommend materials that can be found within the same period in which the structure was built or a prominent era. The proposed steel doors may have the same issues. Staff supports all other proposed exterior changes.
4. The applicant has met with Building Development Services prior to the submittal of the Certificate of Appropriateness to verify general compliance with the Zoning Ordinance and building codes Building Development Services state that the window sizes shown indicate that some of them will not meet the emergency egress requirements of the code if they are located in the bedrooms. If this is the case the windows will have to be replaced with a size that will meet the code.

This review does not include a plan and site review for purposes of obtaining a building permit.

5. Public Works Traffic Division reviewed the proposal and had no issues with the request.
6. All proposed work is required to receive a building permit to be issued by Building Development Services. All other requirements of the Walnut Street UCD, Zoning Ordinance and Building Code shall apply.

ATTACHMENT B
DESIGN STANDARDS & GUIDELINES
1144 E. Walnut Street

PERTINENT SECRETARY OF THE INTERIOR'S STANDARDS (FOR REHABILITATION)

2. The historic character of a property will be retained and preserved. The removal of historic materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

PERTINENT WALNUT STREET DESIGN GUIDELINES

NEW CONSTRUCTION:

The following guidelines apply specifically to new construction proposals:

1. Building height should be no taller than its tallest neighbor. On a corner lot, building height should match the majority of structures in all directions.
2. Maintain the same proportions in new construction as in the existing structures in the district in: width to height, foundation to wall, void to solid, porches to structure, roof to wall and structure to yard.
3. Roofs should be of similar slope and shape as those existing in the district. Generally, flat, mansard, and shed roofs are not appropriate.
4. New construction should not detract from the continuity of the streetscape. A uniform setback line should be maintained. If a building must be built behind the uniform setback line, low walls or plantings should be used to maintain alignment. No structure or addition should be built that projects beyond the uniform setback line.
5. New structures should have the same directional emphasis as other structures within the block.
6. Building components and design elements should be similar in size and shape to those already within the district.

WINDOWS:

The Applicant Should Consider:

1. Retaining all original windows in place.
2. Repairing the original window or, if not feasible,

3. Replacing the window in kind, recognizing the importance of sash type, size, muntins, mullions, and glass.
4. Using interior or exterior storm windows that match size, meeting rails, and heads of the original windows.
5. Using clear glass.
6. Installing “greenhouse” windows and skylights on side and rear elevations.

The Applicant Should Avoid:

1. Altering the size or type of windows.
2. Changing the location of windows.
3. Partially or wholly blocking windows.
4. Using glass that isn’t clear unless colored or stained glass is historically documented or appropriate.
5. Installing “greenhouse” windows and skylights on principal elevations.

SIDING:

The Applicant Should Consider:

1. Retaining the historic siding.
2. Repairing the historic siding or, if not feasible,
3. Replacing in kind.

The Applicant Should Avoid:

1. Removing any original or historic material.
2. Covering with any artificial material.
3. Painting unpainted surfaces.
4. Using abrasive cleaning for paint removal or to clean unpainted masonry.
5. Using chemical sealers.

ORDINANCE REVIEW

In addition, General Ordinance No. 3549 & 3560, which created the Walnut Street Urban Conservation district-East states:

In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District (UCD) or any adverse effect on an historical or architectural resource, then the Board shall deny the request for a certificate.

ATTACHMENT C
ARCHITECTURAL SIGNIFICANCE
1144 E. Walnut Street

ARCHITECTURAL SIGNIFICANCE:

1. The architectural survey that was completed on this property stated the following:

Front elevation—Hipped dormer with broad projecting eaves. Single double hung dormer window with one over one sash. The walls of the dormer are covered with butt shingles. The eaves project beyond the walls on the house more broadly than most accentuated by the fact that the front wing has corner chamfers under the gable (see photo). Board modillions are under the eaves with bed moulding at the cornice. The frieze board becomes the window heads to all of the second story windows on the house. The second story wall surface on the house is lap sided with a narrow moulded skirt separating it from the first story. The first story has ship lap siding which, where joined, forms horizontal wide beads. The pediment in the front gable wing is set off by a continuous cornice. The pediment itself is deeply recessed as it is flush with the wall surfaces behind the wide projection eaves and cornice (photo). There is a double hung one over one light sash in the pediment and the face of the area is covered with butt shingles. The first story windows have heavily moulded window heads with moulded corner blocks. The front gabled wind creates an L shaped space with the primary mass of the house. A porch of one story with hipped roof fills the angle and extends around the east elevation until it meets with the east projecting wing. The porch has a moulded cornice with dentil detailing and a fairly broad board entablature. Squat wooden round columns support the porch roof with Ionic plaster cast capitals. The columns rest on red brick piers with limestone caps. There is a wooden balustrade with moulded handrail and turned balusters. The porch floor and structure are of wood. The steps leading to the porch are of wood as well. The doorway is topped with a transom. The entry to the house is at the angle of the walls. Over the entry on the porch roof is a pedimented gable. The cornice is continuous and the face of the pediment is covered with staggered butt shingles. At the corners of the gable under the eaves on the cornice are scroll brackets. At the rear elevation is a two-story shed roofed porch which has been filled in recently as well as a smaller one story open porch in the southeast corner. Added to the rear of the rear hipped gable wing is a one-story modern addition. In the ground near the southeast corner and next to the rear drive is a limestone hitching post with an iron ring in the top. The post is carved so as to appear like a tree trunk.



Application for Certificate of Appropriateness

****E-PLANS INSTRUCTIONS****

****PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION****

1. Pre-apply online at:
<https://www.springfieldmo.gov/payments/PLNPermitInfo.aspx?ptype=8005>
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Date Filed:

Received By:

Review:

- ☐ Administrative
☐ Landmarks Board

The applicant seeks to show the following:

1. That the proposed work will be done in conformance with the Secretary of Interior Standards for Rehabilitation.
2. That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only)
3. That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance.

THEREFORE, applicant requests that the Certificate of Appropriateness be approved for the property as proposed in this submittal.

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application and understand that, if approved, all work must be done under a building permit issued by the Department of Building Development Services. Approval of this application does not constitute approval of a building permit, nor does it certify that the zoning is appropriate for the proposed uses. These are separate processes that must be initiated by the applicants. We further understand that approval of this application does not constitute approval for tax certification under the Tax Reform Act of 1986 or amendments thereto.

Signature(s):

Date:

6/12/14

Please type or print name(s) clearly:

Brandon Dickman

Exhibit A: REQUEST FOR CERTIFICATE OF APPROPRIATENESS

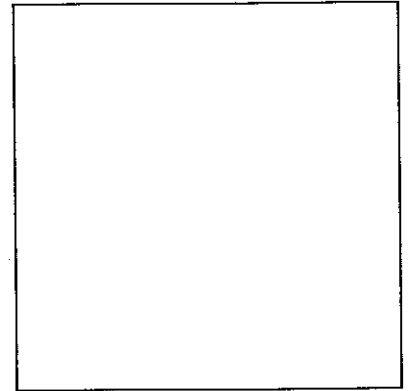
Please use this form only. Form may be photocopied. Please type or print.

For instructions, see pages 5-8

1. Property address: 1144 East Walnut, Springfield, MO 65803

APPLICANT INFORMATION:

2. Name of current property owner: Roza
If corporation: Corporate Official: Brandon Dickman
Mailing Address: 1031 East Battlefield, Ste 115B, Springfield, MO
Zip Code: 65807 Telephone: 417-763-3131 Fax: 417-763-3131
E-mail: BrandonD@rozahomes.com



(Corporate Seal)

3. AUTHORIZED REPRESENTATIVE:

(The representative should have the authority to commit the applicant to changes that may be suggested by the Board):

Name: Brandon Dickman

Signature: _____

Mailing Address: 1031 East Battlefield, Ste 115B, Spfld, MO Zip Code: 65807 Fax: Above

Telephone: 4177633131 E-mail: BrandonD@RozaHomes.com

4. **BUILDING DEVELOPMENT SERVICES DISCUSSION:** *(Before submitting this application, the applicant should discuss the project with BDS. Their phone number is 417-864-1055.)*

Date of discussion: 6-12-14

NOTE: The property owner must either sign this application or give City staff a power of attorney showing that another person is authorized to sign.

Exhibit B: DESCRIPTION OF PROPOSED WORK & SUPPORTING INFORMATION

Please use this form only. Form may be photocopied. Please type or print.

1. **TYPE OF WORK PROPOSED:** (Check all that apply. All work items require a written description of the proposed work. Additional required supporting information is denoted after each item and **must** be attached. See Instructions, page 5. **Maximum size for drawings: 11 x 17 inches.** NOTE: Even though you check the "Other" or the "New Construction" box, you must still give information on individual features such as windows, doors, etc., included in a large project.)

- | | | |
|---|---|--|
| ☐ Addition (1,2, 3, 7) | ☐ Handicapped Ramp (1, 2, 3) | ☒ Sidewalk (1, 3) |
| ☐ Awnings (2, 3, 4 or 5, 6) | ☒ New Construction (1, 2, 3, 7) | ☒ Siding (3, 4 or 5) |
| ☐ Building Relocation (1, 2, 3, 7) | ☐ Parking (1, 3) | ☐ Sign (1, 2, 3, 6) |
| ☐ Demolition (1, 2, 3, 7) | ☒ Porch (1, 2, 3) | ☒ Window (2, 3, 4 or 5, 6) |
| ☒ Door (2, 3, 4 or 5, 6) | ☐ Retaining Wall (1, 2, 3) | ☐ Archeological Site (1, 3, 8) |
| ☒ Fence (1, 2, 3, 5) | ☐ Roof-New (3, 4 or 5, 7) | |
| ☒ Guttering (2, 3, 4 or 5, 6) | ☒ Re-roof (3, 4) | |

☐ Other (specify): _____

1 – Site Plans

2 – Elevations

3 – Photographs

4 – Sample of materials to be used

5 – Product literature

6 – Drawings

7 – Exhibit C – Why proposed work should be approved

8 – State historic Preservation Officer Comments

2. **DESCRIPTION OF PROPOSED WORK:** (attach additional pages if necessary)

See Attached Documents- Thank You

NOTE: An application is considered incomplete until **all** supporting materials, as specified in Item 1 above, are attached. Incomplete applications will **not** be processed or scheduled for a public hearing.

Exhibit C: WHY PROPOSED WORK SHOULD BE APPROVED

Please use this form only. Form may be photocopied. Please type or print.

When proposing a major project, please use this page to give information in support of your request. (See Exhibit B, item 1, above: "Type of Work Proposed," key # 7. Suggested items of discussion are included in the Instructions, page 7.)

See Attached Documents- Thank You

1144 E Walnut (Yellow)

Existing Structure proposal

Zoning:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each we have a lot of 70x225 totalling 15750 sq ft of land to use-Current use for this property is 4 apartments, our proposed use will be 2 duplexes totalling 4 units

Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

Architecture

- ☐ Driveways runs between properties off of Walnut street access, as well as entry from back alley way, common for most properties backing to that alley, per traffic department review it is approved for backing into the right away and no additional stress will be put on alley way from the current usage ratio of people
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof replacement is necessary with like colored and material asphalt shingles to repair leaks and damaged areas
 - o Rear area of rotted additions made to the structure are not sound in the support and needs removed; the repair of the back soffits and fascia and moldings will be matched to the existing sides and front of home with wood like material, cresting, molds, medallions, trim and decorative elements
- ☐ Gutters
 - o Retaining Historic elements of the drainage in the front and sides of the property, or at least the look of that system, in back of property update where gutters don't exist from proper drainage with like materials
- ☐ Siding on entire existing structure will be scraped and repaired or replaced with like material sample available and pictures to follow-and fresh coat of paint---back of structure where add ons are rotted, replace with like material and paint to match
- ☐ Trim, corners, and band boards remain the same scrape and paint, replace any rot with new wood of like size and shape and paint
- ☐ Windows
 - o All original windows that are not in working order for safety with be replaced with same size or size to meet safety egress guidelines for current code with a wood sash window to maintain the era
- ☐ Porches-rails and spindles will be replaced with like pieces where they are missing or damaged
- ☐ Outbuildings is not part of historical district and will be removed for safety- per recommendation of Chris Straw with Dangerous Building City of Springfield

New Structure proposal in Rear:

Zoning and Lot Size:

- ☐ Lot size meets planning and zoning requirements for duplex needing 4500 sq ft each; we have a lot of 70x225 totaling 15750 sq ft of land to use---referring to planning and zoning it is Residential High Density and can accommodate Duplexes, thus leading to a proposal refer to site plan of new structure in rear as duplex; looking similar to both neighbors on each side for directional appearance, following all set back guidelines set for by planning and zoning as well.

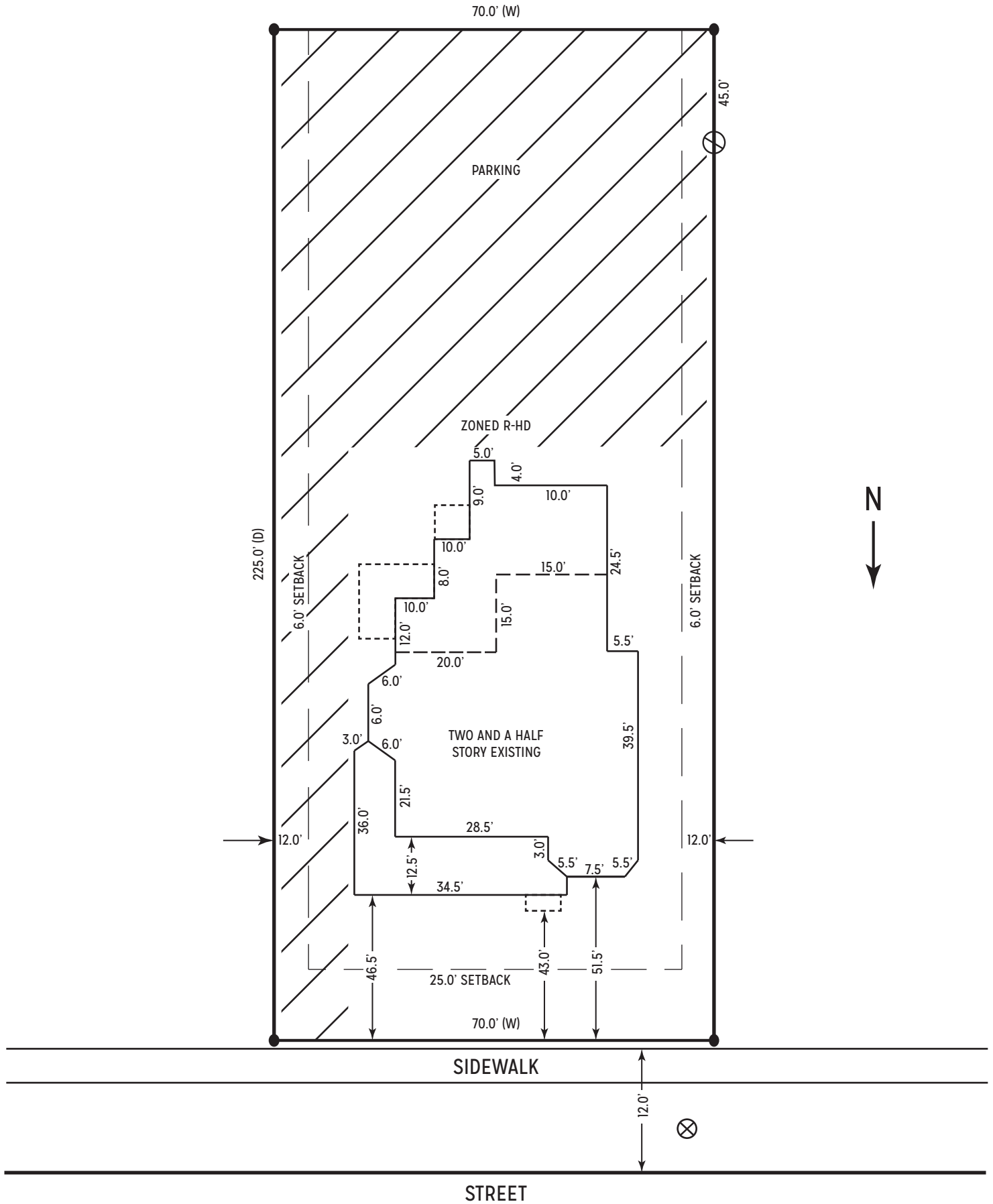
Site Plan:

- ☐ Parking Reqs by Walnut Street Urban Conv District will be met with 1.5 spots per 4 people

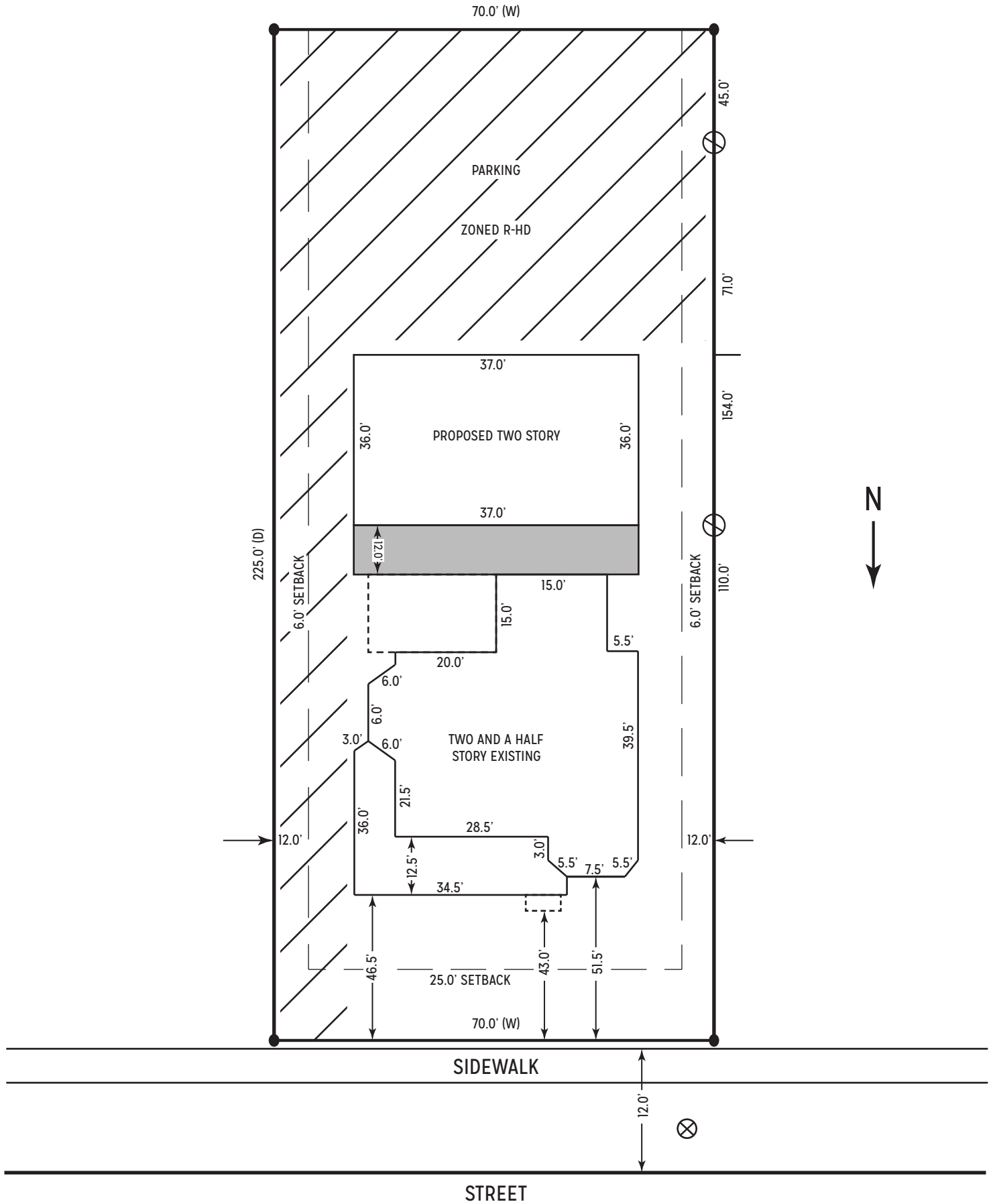
Architecture

- ☐ Driveways runs between properties as well as entry from back alley way, common for most properties backing to that alley
- ☐ All Walks, Curbs, Steps, Walls will be retained and repaired by tenting any new concrete to fill in damaged or missing sections to match the weathered concrete as close as possible.
- ☐ Fencing in rear runs in middle of back yard with no purpose and not the set back line- clean up and remove fence for adequate parking area and recommended to avoid such products as chain link fencing.
- ☐ Roof line will not exceed height of current structure and shingles will match existing structure in type, but will be its own separate roof line not attached to existing structure.
- ☐ Gutters, soffits, will be metal on sides and rear
- ☐ Siding, trim, and fascia on entire existing structure will be wood LP Smart Side textured product lap series; samples and pictures to follow in a 6 inch design to stay compatible and sympathetic to the historical look, but contemporary in spirit, and a much more sustainable product.
- ☐ Windows in new structure not seen from Walnut street will be a standard vinyl energy efficient window.

EXISTING PROPERTY SITE PLAN
1144 E WALNUT ST
SPRINGFIELD, MISSOURI



PROPOSED PROPERTY SITE PLAN
1144 E WALNUT ST
SPRINGFIELD, MISSOURI





Zoning & Subdivisions

Streets 2012 Aerial 2009 Aerial 2008 Aerial

Zoning Districts

- Residential Single Family
- Residential Town House
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Manufactured Home
- Office District 1
- Office District 2
- Government/Institutional
- Planned Development
- Limited Business
- General Retail
- Highway Commercial
- Commercial Services
- Center City
- Commercial Street Zone 1
- Commercial Street Zone 2
- Restricted Industrial
- Light Industrial
- General Manufacturing
- Heavy Manufacturing
- Industrial Commercial
- County District

Table of Content

UNIVERSITY PLAZA 1ST ADD

Y PLACE

MAGERS TRUST - ADMIN REPLAT

ROBBERTSON'S, E.T. ADD

SMITH'S, A.E. ADD

1144 E WALNUT ST

Owner Name: R&P TAY
Owner Address:
Parcel Number: 88132
Legal Description: SMI
LOT 2 & ALL LOT 1

Zoom to



1144 E Walnut St
Elevation Photo

1144 E Walnut St Elevation Photo

Peak
43' 9"

Eve
27' 9"

Porch
14' 1"

Porch
3' 4"

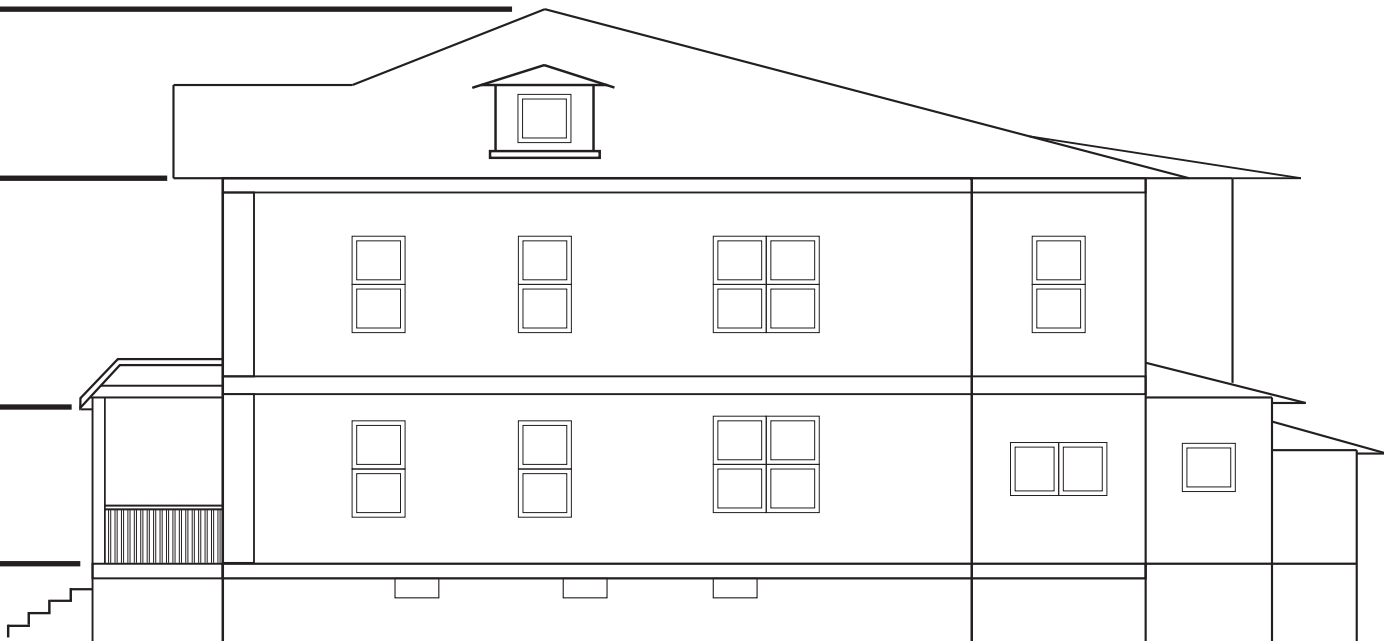


Peak
43' 9"

Eve
27' 9"

Porch
14' 1"

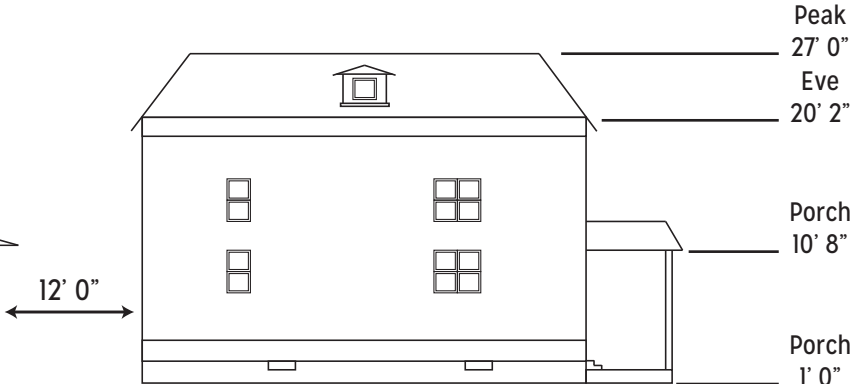
Porch
3' 4"



1144 E Walnut Elevations



Existing



New

1144 E Walnut Preservation



Existing Front of House



Existing Back of House

Demo off both X-ed sections, not original to structure or original foundation. Will repair all rear existing siding with new wood and paint to like kind

New WOOD Material Option:



Keep/repair
existing
gutter system
and
historic soffit
and fascia

Keep/repair
existing
historic dental
and cedar
accents around
porch

Several options
to replace
missing spindles,
Can have milled
to match at wood
working shop

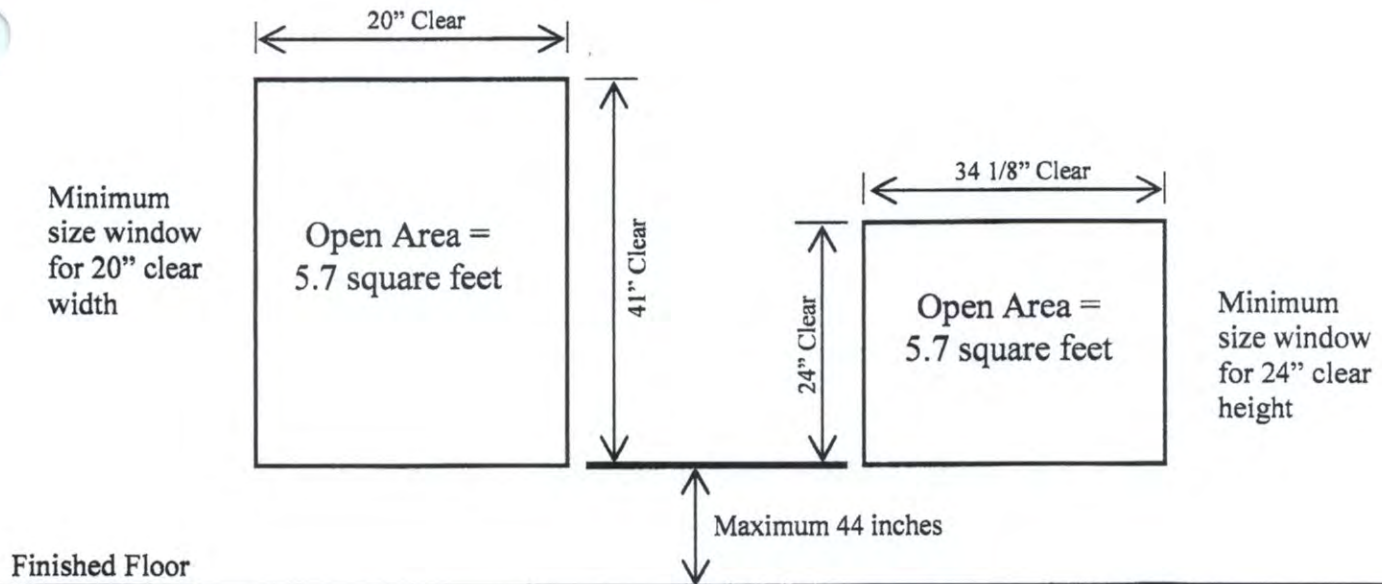
Keep existing
trim work on ALL
windows. If
damaged
replace pieces
with
matching new
trim work

On damaged pillars -
will replace column
and base molds with
WOOD when needed

New Material Options:



Egress Window Requirements



Width	20	20.5	21.5	21.5	22	22.5	23	23.5	24	24.5	25	25.5	26	26.5	27
Height	41	40	39.1	38.2	37.3	36.5	35.7	34.9	34.2	33.5	32.8	32.2	31.6	31	30.4

Width	27.5	28	28.5	29	29.5	30	30.5	31	31.5	32	32.5	33	33.5	34	34.2
Height	29.8	29.3	28.5	28.3	27.8	27.4	26.9	26.5	26.1	25.7	25.3	24.9	24.5	24.1	24

Each level must have at least two remotely located means of egress. In addition, all rooms used for napping must have at least two means of egress. One of the means of egress must be a door, and the other can be a window or another door. Windows being used for egress must meet the following criteria:

- Minimum size to be **5.7 Square Feet of clear opening**. The opening cannot be less than **24 inches** in height or less than **20 inches** in width.
- Maximum sill height to be no more than **44 inches** from the floor.
- Exits must be remotely located from each other. This means that the distance between the two exits must be equal to or greater than half the diagonal distance of the space occupied in order to minimize the possibility that both exits will be blocked off by a fire or other emergency condition.
- A written emergency evacuation plan must identify the use of emergency egress windows.
- Windows and their hardware must be maintained and in good repair at all times.
- All exits must be unobstructed at all times:
 - Storm windows are not to be used on Emergency Exit Windows.
- In an emergency, all occupants of the day care facility must be able to escape from the home or building in a safe and timely manner.

1144 E Walnut (Yellow Prop)
Window Sizes for Bedroom Egress

Location	Pass/ Fail	Min: 20"	Min: 24"	Min= 820.8	Min: 5.7'	Max: 44"
		Width	Height	Total Sq Inches	Total Sq Feet	Height off Floor to window
	1st Floor					
Front	Pass	33	42	1386	9.6	Y
Front	Pass	33	42	1386	9.6	Y
Front	Pass	33	33	1089	7.6	Y
Side	Pass	33	33	1089	7.6	Y
Side	Pass	27	43	1161	8.1	Y
Side	Pass	27	43	1161	8.1	Y
	2nd Floor					
Front	Pass	33	32	1056	7.3	Y
Front	Pass	47	32	1504	10.4	
Front	Pass	33	32	1056	7.3	Y
Side	Pass	33	32	1056	7.3	Y
Side	Fail	23	33	759	5.3	N- @ 56" off Ground
Side	Pass	26.5	32	848	5.9	Y
Side	Pass	26.5	32	848	5.9	Y

Proposed Materials

Preserving Existing Structure

Wood Window/Sash

The screenshot displays the JELD-WEN website's product page for the W-2500 Wood Double-Hung Window. The page features a large image of the window on the left, with navigation tabs for 'WINDOWS', 'EXTERIOR DOORS', 'INTERIOR DOORS', and 'PATIO DOORS'. The 'WINDOWS' tab is selected. The product title 'W-2500 WOOD DOUBLE-HUNG WINDOW' is prominently displayed. To the right of the window image, there are options for 'Model' (Standard Interior), 'Grille Design' (No Grille), and 'Wood Options'. Below these options, there is a section titled 'WAYS TO BUY THIS PRODUCT' with buttons for 'REQUEST A CONSULTATION' and 'FIND A STORE'. The bottom of the page includes a 'Product Overview' section with a list of features, a 'HAVE A QUESTION?' section with a contact button, and a small image of a woman.

JELD-WEN
WINDOWS & DOORS

Home » Windows » W-2500 Wood » Double-Hung » W-2500 Wood Double-Hung Window

W-2500 WOOD DOUBLE-HUNG WINDOW

Options View Product Details for more options Price Range: \$

Model
Standard Interior

Grille Design
No Grille

Wood Options

WAYS TO BUY THIS PRODUCT

REQUEST A CONSULTATION FIND A STORE

Product Overview Design Options Glass Options Build & Installation Tech Documents

Built from Aurelast® Wood (Pine) for guaranteed 20-year protection against wood rot and termites. Options include 7 clad colors, 10 interior factory finishes, decorative grilles and ENERGY STAR®.

FEATURES

- Color Options: 7 clad exterior colors, 10 wood interior finishes
- Wood Options: pine interior
- Glass Options: energy efficient, protective, textured
- Hardware Options: Window Opening Control Device (WOC) option available
- Divided Lites: simulated divided lites, full-surround wood grilles, grilles between the glass, 3 grille designs
- Maintenance Level: moderate
- Project type: new construction and replacement
- ENERGY STAR® Qualified Options: yes
- Sustainable Solutions: Aurelast® Wood (pine) with reduced VOCs is standard. Two wood-source certification options are available on Aurelast® Wood: Sustainable Forestry Initiative® (SFI) or Forest Stewardship Council™ (FSC®).
- Warranty: 20 year general warranty & lifetime limited warranty against rot and termites

HAVE A QUESTION?
Our customer service team is happy to assist you.

CONTACT US

Wood Column and Base Molding



Spindles for Porch



Siding

Replacement Siding 1



Replacement Siding 2



Shingles

THE HOME DEPOT

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Project: How-To

Sign In or Register Your Account

Home > Building Materials > Roofing & Gutters > Roofing > Roof Shingles

GAF Model # 0600000

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles

\$29.90 / bundle

Bulk Price Discount Available

Pick Up In Store **FREE**
Available for Pick Up, Today

100% In stock at:
Springfield, MO #3012
[Change Pick Up Store](#)

1 **ADD TO CART** **SAVE TO MY LIST**

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Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#)

100% In Stock
Aisle 22, Bay 065

Print Share Email

Wood Window/Sash

Wood LP Smart Siding, Trim, Soffit and Fascia Paintable Siding





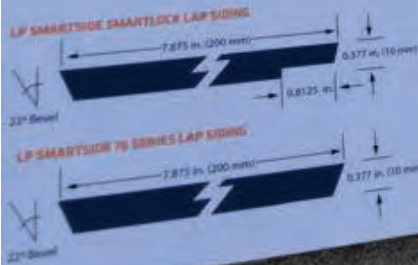
SMARTSIDE®

TRIM & SIDING

THE NATURAL LOOK OF CEDAR WITHOUT THE COST

- ONE OF THE MOST DURABLE LAP SIDING OPTIONS IN THE MARKET TODAY
- AVAILABLE IN 6 IN., 8 IN. AND 12 IN. WIDTHS
- 16 FT. LENGTH RESULTS IN FASTER INSTALLATION
- UP TO 33% FEWER SEAMS THAN TRADITIONAL 12 FT. SIDING
- PRE-PRIMED FOR EXCEPTIONAL PAINT ADHESION
- SELF-ALIGNING SMARTLOCK™ OPTION INSTALLS STRAIGHTER, FASTER AND MORE EFFICIENTLY
- TREATED WITH OUR PROPRIETARY SMARTGUARD® PROCESS TO HELP PREVENT ROT AND TERMITE DAMAGE
- THE SILICA-FREE STRAND SUBSTRATE WORKS AND CUTS JUST LIKE REAL WOOD, NO SPECIAL TOOLING REQUIRED

LP Siding
5/50 YEAR WARRANTY



Shingles

PRO SITE

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[Home](#) > [Building Materials](#) > [Roofing & Gutters](#) > [Roofing](#) > [Roof Shingles](#)

[GAF](#) | *Model # 0600900*

Lifetime Timberline Natural Shadow Weathered Wood SG Shingles



1

ADD TO CART

SAVE TO MY LIST

 **IN STOCK AT YOUR LOCAL STORE**

Springfield, MO #3012
Springfield, MO 65804
[Change Pick Up Store](#) +

169 In Stock
Aisle 22, Bay 005



[Pin it](#) [Share](#)  

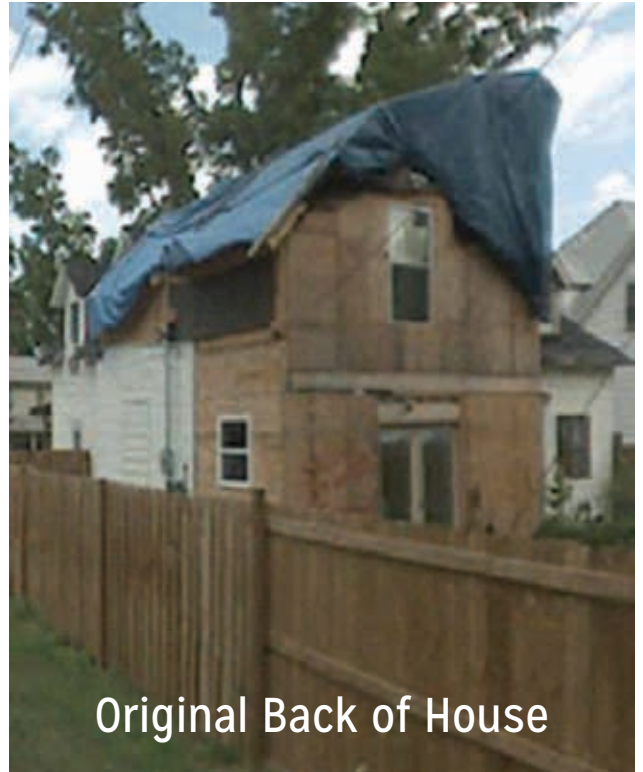
Previous Restoration Projects

Roza Capital Group is proud to be part of the area's renaissance and we aspire to continue contributing to the economic rejuvenation of the area and its neighborhoods.

Walnut Street - Gingerbread Home



Original Front of House



Original Back of House



Restored Home

This home was previously on the dangerous building list and sat empty for 10+ years. With in 10 weeks we had turned this shell of house back into a beautiful ornate home.

Main Street - Parade of Homes Honoree



Original Front of House



Original Back of House



Restored Home

This beautiful Victorian home was scheduled for demolition due to years of neglect.

Upon restoration, 9 months later, this home was nominated as a featured spot on the Parade Of Homes Tour and received outstanding reviews.

**ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS
NOTICE OF DECISION**

Address: 1112 E. Walnut Street

On June 16, 2014, the Landmarks Board staff found the following to be a matter of fact:

That the proposed work will be done in conformance with the Secretary of Interior's Standards for Rehabilitation.

That the proposed work will be done in conformance with any applicable design guidelines or standards that the Landmarks Board has established and adopted. (Commercial Street and Walnut Street Districts and Mid-Town Neighborhood historic sites only).

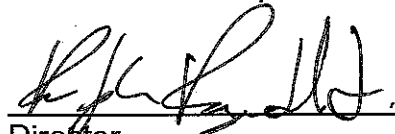
That the proposed work will be done in conformance with all other relevant requirements of the Springfield Zoning Ordinance and Building Code.

Based on this finding of fact, the staff approved the following work item(s):

1. Replace existing concrete front steps with a new concrete front steps in-kind to the original as shown on attached photos.

Approval of these work items does not constitute approval of plans for building code purposes or for rehabilitation tax credits nor does it certify that the zoning is appropriate for the proposed uses.

This certificate expires after six months.



Director

Planning and Development



Date