

**PETITION FOR SPECIAL ASSESSMENTS FOR
SPECIAL ENERGY IMPROVEMENT PROJECTS**

A PETITION TO THE COUNCIL OF THE CITY OF TOLEDO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS TO PAY THE COSTS OF SPECIAL ENERGY IMPROVEMENT PROJECT AGAINST PROPERTY OWNED BY THE PETITIONER AND SPECIALLY BENEFITED THEREBY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To the Council of the City of Toledo, Lucas County, Ohio:

Susan L. Carlucci ("Petitioner") is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Properties"). The Petitioner has executed an Agreement to Impose Special Assessments which appoints the Chairperson of the Northwest Ohio Advanced Energy Improvement District ("the Energy Corporation"), an Ohio nonprofit corporation formed to govern the City of Toledo, City of Oregon, City of Maumee, Township of Springfield, Township of Sylvania, Ohio Advanced Energy Improvement District (the "District") created within the boundaries of the City of Toledo, City of Oregon, City of Maumee, City of Northwood, Township of Springfield and Township of Sylvania, Ohio for the purpose of developing and implementing special energy improvement projects as defined in Section 1710.01(I) of the Revised Code, as the attorney-in-fact and agent for the Petitioner with the authority to act on behalf of the Petitioner in the special assessment process. A copy of the Agreement to Impose Special Assessments is attached to this Petition as **Exhibit C**.

The Board of Directors of the Energy Corporation has approved initial and amended plans for special energy improvement projects in the District (the "Current Comprehensive Plan"), pursuant to which the Energy Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Chapter 1710 of the Revised Code and the Current Comprehensive Plan, the Current Comprehensive Plan may be amended from time to time to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Energy Corporation has reviewed the plans for the special energy improvement project described on **Exhibit B** attached hereto (the "Special Energy Improvement Project") proposed to be constructed or installed on the Property and related and supporting materials and, subject to an approval by the City Council of an expansion of the District to include the Properties, has approved an amendment of the Current Comprehensive Plan to include provision for the Special Energy Improvement Project.

As required by Section 1710.06 of the Revised Code, the Petitioner, as the owner of Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Special Energy Improvement Project, hereby (a) petitions the City Council to (i) approve the addition of the Property to the District and (ii) approve an amendment to the Current Comprehensive Plan to include the Special Energy Improvement Project and (b) requests that (i) the Special Energy Improvement Project be undertaken by the District and (ii) the total cost of the Special Energy Improvement Project be assessed on the Property in proportion to the special benefits that will result from the Special Energy Improvement Project.

In connection with this Petition and in furtherance of the purposes hereof, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Current Comprehensive Plan, (ii) the plans, specifications and profiles for the Special Energy Improvement Project, (iii) the estimate of cost for the Special Energy Improvement Project included in **Exhibit B** and (iii) the schedule of the estimated special assessment to be levied for the Special Energy Improvement Project (the "Special Assessment") also included in **Exhibit B**. The Petitioner acknowledges that the estimated Special Assessment for each parcel is in proportion to the benefits that may result from the Special Energy Improvement Project.

Accordingly, the Petitioner hereby petitions for the construction of the Special Energy Improvement Project identified in this Petition and the attached **Exhibit B**, as authorized under Revised Code Chapter 1710, and for the imposition of the Special Assessment identified herein and authorized under Revised Code Chapters 727 and 1710 to pay the costs thereof.

In consideration of the Council's acceptance of this Petition and the imposition of the requested Special Assessment, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Special Energy Improvement Project, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, survey, testing and inspection costs, the amount of any damages resulting from the Special Energy Improvement Project and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the Special Assessment, the cost of purchasing and otherwise acquiring any real estate or interests therein, expenses of legal services, costs of labor and material, trustee fees and other financing costs incurred in connection with the issuance, sale and servicing of securities issued by the Toledo-Lucas County Port Authority (the "Port Authority") or the Energy Corporation to provide a loan to the Petitioner to pay costs of the Special Energy Improvement Project in anticipation of its receipt of the Special Assessment, capitalized interest on, and financing reserve funds for, such securities issued by the Port Authority and the Port Authority program administration fee, together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessment in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessment.

The Petitioner further acknowledges and confirms that the Special Assessment set forth herein and in **Exhibit B** is in proportion to, and does not exceed, the special benefits to be conferred on the Property by the Special Energy Improvement Project identified herein. The Petitioner further consents to the levying of the Special Assessment therefore against the Property by the Council. The Petitioner acknowledges that this Special Assessment is fair, just and equitable and being imposed at the specific request of the Petitioner.

The Petitioner hereby waives notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Special Energy Improvement Project and the Special Assessment, particularly those in Chapter 727 and 1710 of the Revised Code and consents to proceeding with the Special Energy Improvement Project. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Sections 727.13 and .14;
- The right to limit the amount of the Special Assessment und Sections 727.03 and 727.06;
- The right to file an objection to the Special Assessment under Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Sections 727.16 and .17;
- The right to file any claim for damages under Sections 727.18 through 727.22 and Section 727.43;
- The right to notice that bids or quotations for the Special Energy Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Section 727.26.

The Petitioner consents to immediately proceeding with all actions necessary to acquire, install and construct the Special Energy Improvement Project and impose the Special Assessment.

The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place the Property, or any portion thereof, in an agricultural district as provided for in Chapter 929 of the Revised Code, and if the Property, or any portion thereof, is in an agricultural district, the Petitioner, in accordance with Section 929.03 of the Revised Code, hereby grants permission to collect any assessments levied against such Property.

The Petitioner acknowledges that the Special Assessment set forth herein and in the Exhibits hereto are based upon an estimate of costs, and that the final Special Assessment shall be calculated in the same manner, which, regardless of any statutory limitation thereon, may be more or less than the respective estimated assessment for the Special Energy Improvement Project. In the event the final assessment exceed the estimated assessment, the Petitioner, without limitation of the other waivers contained herein, also waives any rights it may now or in the future have to object to that assessment, any notice provided for in Chapters 727 and 1710 of the Revised Code, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessment may be levied at such time as determined by the City and regardless of whether or not any of the parts or portions of the Special Energy Improvement Project have been completed.

The Petitioner further acknowledges that the final assessment for the Special Energy Improvement Project, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance confirming and levying the final assessment and that if any of such assessment is not paid in cash they will be certified to the Auditor of the County, as provided by law, to be placed on the tax list and duplicate and collected as other taxes are collected, or collected by the City Treasurer as the City may elect. The Petitioner requests that the unpaid final assessments for the Special Energy Improvement Project be payable in twenty (20) semi-annual installments, together with interest at the same rate as shall be borne by any bonds or other securities which may be issued in anticipation of the collection of all or a portion of any such final assessment.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which the Special Energy Improvement Project shall be acquired, installed or constructed or the proceedings relating thereto, the jurisdiction of the City acting in connection therewith, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Special Energy Improvement Project, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code, Title 7, and specifically but without limitation, Chapters 727 and 1710 of the Revised Code, as well as all such similar rights under the Constitution of the State of Ohio, the Charter of the City of Toledo and the Toledo Municipal Code. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Special Energy Improvement Project, the estimated assessment, the final assessment and any Special Assessment levied against the Property for the Special Energy Improvement Project, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the City, the District, and the Toledo-Lucas County Port Authority all will be relying upon this petition in taking actions pursuant thereto and expending resources. Therefore this Petition shall be irrevocable and shall be binding upon the Petitioner, any successors or assigns thereof, the Property, and any grantees, mortgagees, lessees, or transferees thereof. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified herein.

IN WITNESS WHEREOF, Susan L. Carlucci, owner, 4493 286th Street, Toledo, OH 43611 has caused this petition to be executed, on July 13, 2018.

Susan L. Carlucci

By: Susan L. Carlucci
Susan L. Carlucci
Owner, 4493 286th Street, Toledo, OH 43611

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 13 day of July, before me, a Notary Public, in and for said County and State, personally appeared, Susan L. Carlucci, Owner, for 4493 286th Street, Toledo, OH 43611, who affirmed that pursuant to due authorization he executed the within and foregoing instrument for and on behalf of Susan L. Carlucci in his official capacity, and that the same is the free act and deed of Susan L. Carlucci

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Shantae Brownlee
Notary Public



Shantae Brownlee
Notary Public, State of Ohio
My Commission Expires Dec. 21, 2019

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:

Lot Number 78 in Marjorie Manor Third Extension, an Addition to the City of Toledo, Lucas County, Ohio

Parcel No. 22-40164

Property Address: 4493 286th Street, Toledo, OH 43611

EXHIBIT B

Project Plan for 4493 286th Street, Toledo, OH 43611

The real property owned by Susan L. Carlucci, at 4493 286th Street, Toledo, OH 43611, serves as a personal residence. The legal description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 15% or more annually and consist of the following energy efficiency elements:

1. Air Conditioning and Window Replacement

Total project cost: \$6,300.00

Total cost including financing and other charges: \$6,615.92

Total assessment payments to be collected: \$8,060.80

Annual assessment payment: \$806.08

Estimated semi-annual special assessments for 10 years: \$403.04

Number of semi-annual installments: 20

First annual installment due: January 31, 2019

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

County Taxable Year	Total Annual Assessment Parcel 22-40164	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2018	\$806.08	2019	\$403.04	\$403.04
2019	\$806.08	2020	\$403.04	\$403.04
2020	\$806.08	2021	\$403.04	\$403.04
2021	\$806.08	2022	\$403.04	\$403.04
2022	\$806.08	2023	\$403.04	\$403.04
2023	\$806.08	2024	\$403.04	\$403.04
2024	\$806.08	2025	\$403.04	\$403.04
2025	\$806.08	2026	\$403.04	\$403.04
2026	\$806.08	2027	\$403.04	\$403.04
Total Assessment	\$8,060.80		\$8,060.80	

EXHIBIT C

AGREEMENT TO IMPOSE SPECIAL ASSESSMENTS

(See Attached)

AGREEMENT TO IMPOSE SPECIAL ASSESSMENTS

WHEREAS, Susan L. Carlucci known herein as (“Borrower”), owner of the real property with address at 4493 286th Street, Toledo, OH 43611 (the “Property”) has made application to the Northwest Ohio Advanced Energy Improvement District (“the District”) for financing a certain special energy improvement project (“Energy Project”), more particularly described in Borrower’s application (“Application”); and

WHEREAS, the Energy Project has an overall estimated cost of Six Thousand Three Hundred Dollars (\$6,300.00) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B which the District has agreed to finance; and

WHEREAS, Borrower requests that the Energy Project be financed through special assessments (“Special Assessments”) upon the Property upon which the Energy Project will be constructed and exist as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the District agrees to undertake the financing of the Energy Project through Special Assessments upon the condition that the Borrower agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the District and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the District to provide financing for the Energy Project, Borrower agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, effective the 13 day of July, 2018, the Borrower and the District do hereby enter into this Agreement to Impose Special Assessments (“Agreement”) as follows:

1. Consent to Special Assessments. The Borrower consents to the imposition of Special Assessments upon the Property, which consists of the following county auditor parcel: 22-40164. A legal description of the Property is attached hereto as Exhibit A and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Borrower consents to the imposition of the Special Assessments with respect to those parcels as well. The Borrower acknowledges that the Special Assessments will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code. The Special Assessments shall be in an amount sufficient to finance all of the cost of the Energy Project, as determined by and in the sole discretion of the District, including but not limited to the cost of: labor, materials, equipment, engineering, design, audits, interest, carrying costs, taxes, filing fees, recording charges and all other costs incident to the Energy Project. Borrower

acknowledges that the estimated cost of the Energy Project is only an estimate and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments will not exceed the amount listed on Exhibit B. The Borrower agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the District for all costs, including financing costs, for the Energy Project. Borrower shall be liable for the Special Assessment payments.

2. Agreement to Cooperate. Borrower agrees to provide full and timely cooperation to the District and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the District, the City of Toledo, the Lucas County Auditor, and the Lucas County Treasurer, so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Borrower agrees to apply to the District for approval of its Energy Project and for admission as a member of the District. The Borrower shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Borrower agrees to provide on-going cooperation with the District and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding. In the event the Property is located in a political subdivision that is not, as of the date of this Agreement, within the jurisdiction of the District, the Borrower will cooperate with the District in seeking to expand that jurisdiction of the District to include the political subdivision in which the Property is located, including petitioning for such expansion.

3. Execution of Documents; Appointment of Agent. Upon the request of the District, the Borrower shall execute all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers ("Documents") necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, the Borrower hereby irrevocably appoint the District's Chairperson, or such other individual as the District may name from time to time, as the Borrower's attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the petition for Special Assessments, on behalf of the Borrower and to bind the Borrower and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, the Borrower grants the District full irrevocable power and authority in the place of Borrower and in the name of Borrower or in District's own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Borrower's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give District the full benefit of this Agreement, in each case as District may from time to time deem advisable, Borrower hereby agreeing that District shall owe no duty whatever to Borrower to perform any

such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Borrower hereby irrevocably authorizes District, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or other Documents, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Borrower's behalf, at Borrower's expense and without Borrower's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as District may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent District filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by Borrower.

4. **Waiver of Certain Rights.** The Borrower acknowledges that the process for the imposition of special assessments provide the owners of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Toledo City Charter and the Toledo Municipal Code (collectively, "Assessment Rights"). The Borrower hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the District determines to be appropriate, and the Borrower expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Borrower further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council acting thereunder; and the right to file a claim for damages as provided in Revised Code section 727.18 and Toledo Charter section 201.

5. **Representations and Warranties.** The Borrower represents and warrants that:

- A. The Borrower is the sole owner of the Property;
- B. The Borrower owns the Property in fee simple absolute, and has the full legal authority to subject the Property to the Special Assessments;
- C. The Borrower is duly authorized to enter into this Agreement;
- D. Entering into this Agreement will not result in the breach of any other agreement to which the Borrower is a party; and

- E. All of the factual statements concerning the Borrower contained in the Application and in this Agreement are true and accurate to the best of his/her knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, the Borrower will promptly disclose the same to the District.

6. **Assignment; Third Party Beneficiaries.** The Borrower may not assign this Agreement without the consent of the District, which consent shall not be unreasonably withheld. The District may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Borrower.

7. **Default.** If any of the following events shall occur, it shall be deemed a default ("Default") under this Agreement and the District shall be entitled to avail itself of any rights or remedies under this Agreement and any rights or remedies provided under law:

- A. The Borrower fails to pay an installment of any Special Assessment when due.
- B. The Borrower fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the District.
- C. The Borrower is in breach of any of its representations or warranties under this Agreement.
- D. The Borrower abandons the Property.
- E. The Borrower commits waste upon the Property.
- F. The Borrower becomes bankrupt or file or have filed against it a petition in bankruptcy or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the District may have, the District may recover from Borrower all damages it incurs by reason of the Default, including its reasonable attorneys' fees and expenses.

8. **General.**

- A. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- B. The Borrower acknowledges that they have read and understand this Agreement and are bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein, and supersedes all prior proposals and understandings between the parties.
- C. This Agreement shall not be modified or altered except as by a written instrument duly executed by all parties.

- D.** The Borrower acknowledges that he/she has had an opportunity to review this Agreement and to be advised by an attorney of their choosing as to the Agreement's terms, conditions and provisions. The Borrower is entering into this Agreement knowingly and voluntarily.
- E.** The District and the Borrower are, in relation to one another, independent contractors and not agents of one another, except to the extent the District is authorized to act on behalf of the Borrower in accordance with paragraph 3 above. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.
- F.** The Borrower acknowledges that the District has been created under provisions of the Ohio Revised Code and the District's authority, as well as the authority of its employees, agents, and representatives, are limited under law.
- G.** The District may cause this Agreement to be recorded in the office of the Lucas County Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owners of Property until duly released by the District.
- H.** The Borrower will provide written notice to the District of any sale or transfer of the Property.
- I.** The Borrower shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.
- J.** The Borrower acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor of Lucas County, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semi-annual installments as determined by the District and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Borrower waives and authorizes the District to waive on its behalf, the right to pay the Special Assessments in cash.
- K.** At such time as the Special Assessments are no longer necessary to finance the Energy Project, the District having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the District will provide a release of this Agreement and cause the same to be recorded in the office of the Lucas County Recorder.
- L.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- M.** Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Lucas County, Ohio.

BORROWER:

Susan L. Carlucci

By: Susan L. Carlucci
Susan L. Carlucci

Date: July 13, 2018

On the 13 day of July, 2018 personally appeared before me, a notary public in and for the State of Ohio, Susan L. Carlucci, Owner, 4493 286th Street, Toledo, OH 43611, who acknowledged that she did execute the foregoing Agreement to Impose Special Assessments on behalf of Susan L. Carlucci and that the same was the free act and deed of Susan L. Carlucci.



Shantae Brownlee
Notary Public, State of Ohio
My Commission Expires Dec. 21, 2019

Shantae Brownlee
Notary Public

DISTRICT:

The Northwest Ohio Advanced Energy Improvement District

By: Kevin Moyer
Kevin Moyer

Its: Chairperson

Date: 7/13/18

On the 13 day of July, 2018 personally appeared before me, a notary public in and for the State of Ohio, Kevin Moyer, the Chairperson of the Northwest Ohio Advanced Energy Improvement District who acknowledged that he did execute the foregoing Agreement to Impose Special Assessments on behalf of the Northwest Ohio Advanced Energy Improvement District and that the same was the free act and deed of said Northwest Ohio Advanced Energy Improvement District.



Tereasa N Snyder
Notary Public - Ohio
Lucas County
My Commission Expires 08/17/2021

Tereasa N Snyder
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the City of Toledo, County of Lucas, State of Ohio, described as follows:

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Parcel No. 22-40164

Property Address: 4493 286th Street, Toledo, OH 43611

EXHIBIT B

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First annual installment due: January 31, 2019

**Note: Lucas County will add 1% processing charge to the annual assessment amount.*

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2024	\$806.08	2025	\$403.04	\$403.04
2025	\$806.08	2026	\$403.04	\$403.04
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Total Assessment	\$8,060.80		\$8,060.80	