

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

A PETITION SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS WHICH SPECIALLY BENEFIT SUCH PROPERTY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS

To: The City Council (the **Legislative Authority**) of Toledo, Ohio (the **Political Subdivision**).

The undersigned (the **Petitioner**) is the owner of 100% of the property described on **Exhibit A** attached hereto (the **Property**).

The Board of Directors of the Toledo, Oregon, Maumee, Northwood, Perrysburg, Sylvania, Whitehouse, Township of Monclova, Township of Springfield, Township of Swanton, Township of Sylvania, Township of Washington, City of Napoleon, Ohio Advanced Energy Improvement Corporation (the **Corporation**), an Ohio nonprofit formed to govern the Northwest Ohio Advanced Energy Improvement District (the **District**) created within the boundaries of the City of Toledo, the City of Oregon, the City of Maumee, the City of Northwood, the City of Perrysburg, the City of Sylvania, the Village of Whitehouse, the Township of Monclova, the Township of Springfield, the Township of Swanton, the Township of Sylvania, the Township of Washington, and the City of Napoleon, Ohio, has approved a plan (the **Project Plan**) for the purpose of developing and implementing special energy improvement projects as defined in Ohio Revised Code Section 1710.01(I).

Pursuant to the Project Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Project Plan, the Project Plan may be amended from time to time by supplemental plans (the **Supplemental Plans**) (the Project Plan and every Supplemental Plan together constituting the **Plan**) 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.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be assessed for the Authorized Improvements, hereby petitions the Legislative Authority to approve the addition of the Property to the District, for the Authorized Improvements to be undertaken by the District, and for the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the Authorized Improvements.

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 Plan, (ii) the plans,

specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in **Exhibit B** and (iii) the schedule of estimated special assessments to be levied for the Authorized Improvements 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 Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached hereto as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified herein and authorized under Ohio Revised Code Chapters 727 and 1710 (the **Special Assessments**) to pay the costs thereof.

In consideration of the Political Subdivision's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, 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 Authorized Improvements and the interest thereon; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests therein; expenses of legal services; costs of labor and material; financing costs incurred in connection with the issuance, sale, and servicing of securities or other obligations which provide a loan to the Corporation or the Petitioner or to otherwise pay costs of the Authorized Improvements in anticipation of the provider of such financing receiving the special assessments, capitalized interest on, and financing reserve funds for, such obligations; and the Authority and District program administration fees; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

The Petitioner further acknowledges and confirms that the Special Assessments set forth herein and in **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property by the Authorized Improvements identified herein. The Petitioner further consents to the levying of the assessments therefore against the Property by the Legislative Authority. The Petitioner acknowledges that these Special Assessments are 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 Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710 and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;

- The right to limit the amount of the Special Assessment under Ohio Revised Code Sections 727.03 and 727.06;
- The right to file an objection to the Special Assessment under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Resolution or Ordinance under Ohio Revised Code Section 727.26.

The Petitioner consents to immediately proceeding with all actions necessary to acquire, install and construct the Authorized Improvements and impose the Special Assessments.

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

The Petitioner acknowledges that the Special Assessments set forth herein and in the Exhibits hereto are based upon an estimate of costs, and that the final Special Assessments shall be calculated in the same manner, which, regardless of any statutory limitation thereon, may be more or less than the respective estimated assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, 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 those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments 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 Authorized Improvements have been completed.

The Petitioner further acknowledges that the final assessments for the Authorized Improvements, 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 assessments and that if any of such assessments are 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. The Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days of the passage of the ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements be payable in a number of annual special assessments, together with interest at an

annual rate, as set forth in the Supplemental Plan attached as **Exhibit B** and incorporated herein by reference.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner have made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed or constructed or the proceedings relating thereto, the jurisdiction of the Political Subdivision 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 Authorized Improvements, 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, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the Political Subdivision and the Corporation 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.

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IN WITNESS WHEREOF, the Petitioner has caused this petition to be executed by their respective authorized officers.

PETITIONER:

MIDWEST TERMINALS - SOUTH END, LLC

By: Ohio Holdings, Inc.

Title: Sole Member

By: 

Name: Frederick L. Deichert, III

Title: Vice President of Finance & Chief Financial Officer

Address for notices to Petitioner: Midwest Terminals - South End, LLC
Attention: Frederick L. Deichert, III
383 W. Dussel Dr.
Maumee, Ohio 43537

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 30 day of July, 2024, personally appeared before me, a notary public in and for the State of Ohio, Frederick L. Deichert, III, the Vice President of Finance & Chief Financial Officer of Ohio Holdings, Inc., the Sole Member of Midwest Terminals - South End, LLC, who acknowledged that he did execute the foregoing Petition on behalf of Midwest Terminals - South End, LLC, and that the same was the free act and deed of such officer. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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



DANA NICOLE CLARK
Notary Public
State of Ohio
My Comm. Expires
December 27, 2028


Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property subject to this Petition is situated in the City of Toledo, County of Lucas, State of Ohio, and is further described as follows:

PARCEL 1:

Being part of all that part of lower Island so called, in the Maumee River and part of River Tract 7 extended, in Town 3, United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie (also known as Grassy Point, Baldwin's Point and Middle Ground), in the City of Toledo, Lucas County, Ohio described as follows, with bearings being based on an assumed meridian and used only to describe angular relationship:

Beginning at a point on the extended centerline of South Avenue (also being the extended North line of River Tract 7) that is South 89°-48'-27" East 1406.07 feet thereon from the centerline of Sumner Street;

then continuing south 89°-48'-27" East 170.00 feet along the said extended North line of River Tract 7;

then South 00°-11'-33" West 25.00 feet;

then South 62°-49'-04" East 164.92 feet;

then South 39°-09'-94" East 215.82 feet;

then South 09°-44'-08" East 530.00 feet;

then South 80°-15'-52" West 401.00 feet;

then North 09°-44'-08" West 871.00 feet to the Point of Beginning; containing 7.052 acres, more or less.

Tax Parcel No. 18-80129

PARCEL 2

From Parcel No. 18-80130

LEGAL DESCRIPTION

A parcel of land being part of River Tract 7, in Town 3, United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in the City of Toledo, Lucas County, Ohio and being more particularly described as follows:

Commencing at a point formerly marked by a drill hole found in a stone inside a Monument Box (currently being reconstructed), at the intersection of the extended centerline of South Avenue, said line also being the extended North line of River Tract 7, with the centerline of Sumner Street;

Thence in an easterly direction along the North line of River Tract 7 having a bearing of South eighty-nine (89) degrees, forty-eight (48) minutes, twenty-seven (27) seconds East, a distance of fourteen hundred six and seven hundredths (1,406.07) feet (Measured & Recorded) to a point at the northwesterly corner of a parcel of land now or formerly owned by the Kuhlman Corporation recorded in Deed O.R. Microfiche 83-474-A06 of Lucas County Deed Records;

Thence along the westerly line of said parcel recorded in Deed O.R. Microfiche 83-474-A06 and being along the easterly line of a parcel of land now or formerly owned by the Toledo Lucas County Port Authority recorded in Deed O.R. Microfiche 78-158-B02 having a bearing of South nine (09) degrees, forty-four (44) minutes, eight (08) seconds East, a distance of eight hundred seventy-one and zero hundredths (871.00) feet (Measured & Recorded) to a set Iron Pin, said point being the "Point of Beginning";

Thence along the southerly line of said parcel of land recorded in Deed O.R. Microfiche 83-474-A06 and its extension thereof having a bearing of North eighty (80) degrees, fifteen (15) minutes, fifty-two (52) seconds East, a distance of five hundred eighty-one and thirty-four hundredths (581.34) feet to a set Mag Nail;

Thence North thirty-two (32) degrees, fifty-two (52) minutes, twenty-four (24) seconds East, a distance of two hundred ninety-one and ninety-eight hundredths (291.98) feet to a set Mag Nail;

Thence South fifty-seven (57) degrees, seven (07) minutes, thirty-six (36) seconds East, a distance of two hundred fifty-one and sixty hundredths (251.60) feet to a set Mag Nail;

Thence South sixty-eight (68) degrees, seven (07) minutes, forty-five (45) seconds East, a distance of two hundred nineteen and sixty-four hundredths (219.64) feet to a set Iron Pin;

Thence North thirty-eight (38) degrees, twenty-three (23) minutes, fifty-six (56) seconds East, a distance of four hundred ninety-five and two hundredths (495.02) feet to a set Iron Pin on the southwesterly line of a parcel of land as described in Deed Volume 1748, Page 673 in Lucas County Deed Records, said line also being the centerline of the vacated Fassett Street Bridge Right of Way;

Thence South sixty-seven (67) degrees, fifty-one (51) minutes, twenty-seven (27) seconds East, a distance of two hundred twenty-eight and sixty-one hundredths (228.61) feet to a point on the northerly Harbor line as established by the Assistant Secretary of War, April 17, 1917, passing a set Iron Pin at a distance of one hundred twenty-four and zero hundredths (124.00) feet;

Thence along said northerly Harbor line, having a bearing of South thirty-four (34) degrees, thirty-four (34) minutes, fifty-seven (57) seconds West, a distance of four hundred sixty-four and ninety-seven hundredths (464.97) feet to a point;

Thence continuing along said northerly Harbor Line, having a bearing of South fifty-seven (57) degrees, twenty-seven (27) minutes, forty-five (45) seconds West, a distance of three hundred sixty- nine and zero hundredths (369.00) feet to a point;

Thence continuing along said northerly Harbor Line, having a bearing of South eighty (80) degrees, twenty (20) minutes, thirty-two (32) seconds West, a distance of one thousand forty-nine and one hundredth (1,049.01) feet to a point at the southeasterly corner of a parcel of land as described in Deed O.R. Microfiche 78-158-B02;

Thence along said easterly line of said parcel of land as described in Deed O.R. Microfiche 78-158-B02, having a bearing of North nine (09) degrees, forty-four (44) minutes, eight (08) seconds West, a distance of three hundred thirty-five and sixteen hundredths (335.16) feet to the "Point of Beginning", passing a set Iron Pin at seventy-eight (78.00) feet;

The area herein described contains 567,801.66 square feet or 13.035 acres of land more or less.

All within Tax Parcel Number 18-80130.

Subject to all legal highways, leases, easements, restrictions, and agreements of record.

This legal description is prepared from an actual land survey made under my direct supervision in August of 2022 pursuant to chapter 4733-37 of the Ohio Administrative Code and to the best of my knowledge and belief is true and accurate.

NOTES:

1. Bearings used are for the express purpose of showing angular measurement only.
2. All iron rebar set are 5/8" diameter rebar x 36" long with cap.
3. Prior Deed references - Vol. 1990 Pg. 401, Vol 1990 Pg. 399, Vol. 1920 Pg. 277, Vol. 1921 Pg. 266 & Vol. 2001 Pg 435, Lucas County Deed Records.

Prepared by: FELLER, FINCH & ASSOCIATES, INC. - D. Edward Thornton, P.S.
Professional Surveyor No. 7827

Parcel Number(s): 18-80129

Property Address: 115 Edwin Drive, Toledo, Ohio 43609

EXHIBIT B

SUPPLEMENTAL PLAN

The Property, which is owned by the Petitioner and described in Exhibit A to the Petition, will be subject to special assessments for energy improvements in accordance with Revised Code Chapter 1710.

The Project is expected to consist of the following Authorized Improvements:

1. LED lighting upgrades

Total project cost: \$252,250.00

Total cost including financing and other charges: \$257,907.00

Total semi-annual installments: 20

Total direct payments prior to establishment of assessment to be collected*: 0

Total assessment payments to be collected: \$339,727.20

Estimated annual assessment payment**: \$33,972.72

Estimated semi-annual special assessments for 10 years**: \$16,986.36

First annual assessment due: January 31, 2025***

Note: Lucas County may add a processing charge to the assessment amount.

County Taxable Year	Total Annual Assessment Parcel #18-80129	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2024	\$ 33,972.72	2025	\$ 16,986.36	\$ 16,986.36
2025	\$ 33,972.72	2026	\$ 16,986.36	\$ 16,986.36
2026	\$ 33,972.72	2027	\$ 16,986.36	\$ 16,986.36
2027	\$ 33,972.72	2028	\$ 16,986.36	\$ 16,986.36
2028	\$ 33,972.72	2029	\$ 16,986.36	\$ 16,986.36
2029	\$ 33,972.72	2030	\$ 16,986.36	\$ 16,986.36
2030	\$ 33,972.72	2031	\$ 16,986.36	\$ 16,986.36
2031	\$ 33,972.72	2032	\$ 16,986.36	\$ 16,986.36
2032	\$ 33,972.72	2033	\$ 16,986.36	\$ 16,986.36
2033	\$ 33,972.72	2034	\$ 16,986.36	\$ 16,986.36
Total Assessment	\$ 339,727.20			

** The Auditor of Lucas County, Ohio may impose a special assessment collection fee with respect to each Special Assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Lucas County, Ohio to each Assessment payment.

*** Pursuant to Chapter 323 of the Ohio Revised Code, the Special Assessment Payment Dates identified in this Schedule of Special Assessments are subject to adjustment by the Auditor of Lucas County, Ohio, Ohio under certain conditions.