

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

A PETITION TO THE CITY OF TOLEDO, LUCAS COUNTY, OHIO 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 of the City of Toledo, Lucas County, Ohio (the “City”)

The Toledo Hospital, an Ohio nonprofit corporation (the “Petitioner”), is the owner of 100% of the real property described on **Exhibit A** attached hereto (the “Property”). Toledo Colony Apartments, LLC, an Ohio limited liability company (the “Anticipated Owner”) plans to acquire the Property and to implement special energy improvement projects on the Property (the “Authorized Improvements,” as further described in **Exhibit B** attached hereto and incorporated by reference), and be subject to the Special Assessments (as herein defined).

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, 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 Sylvania, the Village of Whitehouse, the Township of Monclova, the Township of Springfield, the Township of Swanton, and the Township of Sylvania, 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 current owner of the Property, and the Anticipated Owner, as the anticipated owner of the Property, being 100% of the area proposed to be assessed for the Authorized Improvements, hereby petitions the Council (the “City Council”) of the City 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 to 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 and the Anticipated Owner acknowledge that they have 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 (iv) the schedule of maximum special assessments to be levied for the Authorized Improvements also included in **Exhibit B**. The Petitioner and the Anticipated Owner acknowledge that the maximum 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 acquisition, installation, equipment, and improvement 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, and the Anticipated Owner hereby acknowledges, consents to, and joins in those requests. The Petitioner and the Anticipated Owner hereby certify, represent, and warrant to the City and the Authority that the actual costs of the Authorized Improvements have been ascertained. The Petitioner and the Anticipated Owner further agree that they will be solely responsible for any costs of the Authorized Improvements in excess of the amount set forth on **Exhibit B**.

In consideration of the City's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner and the Anticipated Owner consent and agree 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 the Anticipated Owner 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; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Authorized Improvements for which the Special Assessments are made at an interest rate determined by the Authority; together with all other necessary expenditures. The Petitioner, during its period of ownership of the Property, and the Anticipated Owner, during its period of ownership of the Property, if any, agrees to pay the Special Assessments in a timely manner whether or not the Petitioner or the Anticipated Owner, as applicable, receives annual and timely notices of the Special Assessments.

In consideration of the Authorized Improvements, the Petitioner and the Anticipated Owner, for themselves and their grantees and other successors with respect to the Property, agree to pay promptly all Special Assessments as they become due, and agree that the determination by

the City Council of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner, the Anticipated Owner, their grantees or other successors, and the Property. In further consideration of the Authorized Improvements, the Petitioner and the Anticipated Owner covenant and agree to disclose, upon the transfer of the Property or any portion of the Property to be subject to the Special Assessments for the actual costs of the Authorized Improvements set forth in **Exhibit B** in the deed to the transferee or in a separate instrument recorded with respect to the Property, the existence of any outstanding Special Assessments for the Authorized Improvements and to require that transferee covenant to disclose that information in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner and the Anticipated Owner further covenant and agree to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (a) for the acquisition by the transferee of the Property subject to any outstanding Special Assessments and the transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioner or the Anticipated Owner has waived pursuant to this Petition, and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (a) so long as the Special Assessments remain unpaid.

The Petitioner and the Anticipated Owner further acknowledge and confirm that the maximum 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 and the Anticipated Owner further consent to the levying of the Special Assessments against the Property by the City. The Petitioner and the Anticipated Owner acknowledge that these Special Assessments are fair, just, and equitable and being imposed at the specific request of the Petitioner and the Anticipated Owner.

The Petitioner and the Anticipated Owner hereby waive 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 and the Anticipated Owner each 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 Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;
- The right to file an objection to the Special Assessments 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 Ordinance under Ohio Revised Code Section 727.26.

The Petitioner and the Anticipated Owner, in accordance with Ohio Revised Code Section 1710.02(A), further agree that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner and the Anticipated Owner further agree not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner and the Anticipated Owner, in accordance with Ohio Revised Code Section 929.03, hereby grant permission to collect any Special Assessments levied against such Property.

The Petitioner and the Anticipated Owner further agree and consent to the Council promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner and the Anticipated Owner acknowledge 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 and the Anticipated Owner, 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 and the Anticipated Owner further acknowledge and represent 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 and the Anticipated Owner further acknowledge that the final Special Assessments for the Authorized Improvements, when levied against the Property, ordinarily are payable in cash within 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 and the Anticipated Owner hereby waive the right to pay the final assessments for the Authorized Improvements in cash within 30 days after 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 56 semi-annual special

assessments, together with interest at the rate determined in accordance with this Petition and **Exhibit B**.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner and the Anticipated Owner hereby appoint the Anticipated Owner's Vice President, Mark A. Damante, 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 or the Anticipated Owner from time to time, which designation shall not expire unless and until the Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that the Petitioner or the Anticipated Owner has made a new designation to replace said designation.

The Petitioner and the Anticipated Owner further waive any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, equipped, and improved 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 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 and the Anticipated Owner represent that they 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.

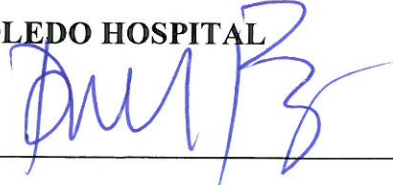
The Petitioner and the Anticipated Owner acknowledge and understand that the City and the Corporation will be relying upon this Petition in taking actions pursuant thereto and expending resources. Therefore this Petition shall be binding upon the Petitioner, the Anticipated Owner, any successors or assigns thereof, the Property, and any grantees, mortgagees, lessees, or transferees thereof. This Petition shall be irrevocable. The Petitioner and the Anticipated Owner acknowledge that they have had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition. The Petitioner and the Anticipated Owner further depose and state that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition, and that this Petition is to be made available by the City for inspection at the office of the Clerk of Council of the City.

The Petitioner and the Anticipated Owner previously submitted a Petition for Special Assessment for Special Energy Improvement Projects (the "Previous Petition") and a Supplemental Plan (the "Previous Supplemental Plan") attached to it, and the City, by its Ordinance O-617-21, adopted on December 12, 2021 (the "Previous Ordinance"), approved the Previous Petition and the Previous Supplemental Plan. Since the date of the Previous Petition and the Previous Supplemental Plan and their approval by the City, intervening facts have caused the Petitioner and the Anticipated Owner to re-structure the plan of finance described in the Previous Petition and the Previous Supplemental Plan. By submitting this Petition, the Petitioner and the Anticipated Owner hereby request that the City repeal the Previous Ordinance and cause any special assessments levied under the Previous Ordinance to be removed from the Property.

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

PETITIONER:

THE TOLEDO HOSPITAL

By: 

Name: Dawn M. Buskey

Title: President

Address for notices to Petitioner:

100 Madison Ave
Toledo, OH 43604

Attention: Office of General Counsel

STATE OF OHIO)

COUNTY OF LUCAS)

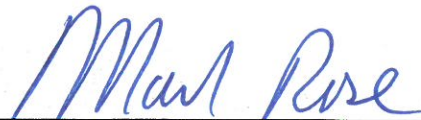
SS:

Sworn to or affirmed and subscribed before me by Dawn M. Buskey, the President of The Toledo Hospital, on behalf of such nonprofit corporation.

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



MARK H. ROSE
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.


Notary Public

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

ANTICIPATED OWNER:

TOLEDO COLONY APARTMENTS, LLC

By: 

Name: Mark A. Damante

Title: Vice President

Address for notices to Petitioner:


Toledo Colony Apartments, LLC
150 East Broad Street
Columbus, Ohio 43215
Attention: Mark Damante

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

SS:

Sworn to or affirmed and subscribed before me by Mark A. Damante, the Vice President of Toledo Colony Apartments, LLC on behalf of such limited liability company.

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



Notary Public



NANNETTE C. BUEL
Notary Public, State of Ohio
My Commission Expires 10-07-24

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property subject to this Petition is located at the commonly used addresses of 2061 W. Central Avenue, 1901 W. Central Avenue, 2945 Jermain Drive, 2931 Jermain Drive, 2937 Jermain Drive, 2929 Jermain Drive, 2941 Jermain Drive, 2951 Jermain Drive, and 2943 Jermain Drive, Toledo, Ohio having Lucas County Auditor Parcel ID No. 18-46091, and the following legal description:

The real property to be owned by Toledo Colony Apartments, LLC is located in Toledo, Ohio with Lucas County Permanent Parcel Numbers 09-12327, 09-12331, 09-12334, 09-12341, 09-12517, 09-12524, 09-12527, 09-12531, 09-12534, 09-12554, 09-12557, 09-12561, 09-12564, 09-12571, 09-12594, 09-12601, 09-12607, 09-12611, 09-12614, 09-12617, 09-12621, 09-12624, 16-11721, 18-46091 and is more particularly described as follows:

Legal Description of Colony South Overall: Being part of Lots A, 106-108, 156-158, 164-166, 168, 175, 192-200, 202 and all of Lots 109, 155, 167, 169, 176-191, 201 in Kingston as recorded in Lucas County Plat Volume 35 Page 27, and together with part of Lots 1-8 in West Central Stores as recorded in Lucas County Plat Volume 57 Page 1, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 inch iron bar monument found at the intersection of the centerlines of Central Avenue and Briar Cliff Drive.

Thence South 00 degrees, 09 minutes, 10 seconds East, along the centerline of Briar Cliff Drive, a distance of 40.00 feet to a point on the North line of the proposed vacation of Briar Cliff Drive, said point being the True Point of Beginning.

Thence continuing South 00 degrees, 09 minutes, 10 seconds East, along the centerline of Briar Cliff Drive, and said line being along a deflection in the North line of the proposed vacation of Briar Cliff Drive, a distance of 15.00 feet to a point of deflection in the North line of the proposed vacation of Briar Cliff Drive.

Thence North 89 degrees, 49 minutes, 00 seconds East, along the North line of the proposed vacation of Briar Cliff Drive a distance of 30.00 feet to a point on the South Right-of way of Central Avenue, from said point a 3/8 inch iron bar can be found 0.02 feet South and 0.02 feet East.

The following five courses are along the South Right-of-way of Central Avenue:

Thence continuing North 89 degrees, 49 minutes, 00 seconds East, a distance of 216.96 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 50 seconds East, a distance of 252.88 feet to a 1/2 inch galvanized steel pipe set, from said point a 5/8 inch iron bar can be found 0.17 feet South and 0.49 feet West.

Thence North 86 degrees, 46 minutes, 35 seconds East, a distance of 222.94 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 74 degrees, 35 minutes, 07 seconds East, a distance of 52.00 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 48 degrees, 47 minutes, 13 seconds East, a distance of 60.41 feet to a previously set 1/2 inch galvanized steel pipe on the West Right-of-way of Upton Avenue.

Thence South 19 degrees, 19 minutes, 02 seconds East, along the West Right-of-way of Upton Avenue, a distance of 37.12 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 05 degrees, 31 minutes, 06 seconds East, along the West Right-of-way of Upton Avenue, a distance of 154.67 feet to a point on the North Right-of-way of Jermain Drive, said point also being on the South line of Lot A in the plat of Kingston, from said point a 3/8 inch iron bar can be found 0.08 feet South.

The following two courses are along the North Right-of-way of Jermain Drive:

Thence South 89 degrees, 49 minutes, 49 seconds West, along the South line of Lot A in the plat of Kingston, a distance of 359.17 feet to a 1/2 inch iron pipe found.

Thence North 87 degrees, 23 minutes, 31 seconds West, a distance of 294.67 feet to a point of curvature on the South line of the proposed vacation of Briar Cliff Drive.

Thence traversing an arc to the left, having a radius of 181.41 feet, a tangent length of 60.10 feet, a central angle of 36 degrees, 39 minutes, 40 seconds, a chord bearing of South 74 degrees, 16 minutes, 39 seconds West, a chord distance of 114.11 feet and an arc length of 116.08 feet to a point on the South line of the proposed vacation of Briar Cliff Drive.

Thence South 55 degrees, 56 minutes, 49 seconds West, along the South line of the proposed vacation of Briar Cliff Drive, a distance of 54.79 feet to a 1/2 inch galvanized steel pipe set on the Northwest Right-of-way of Jermain Drive.

Thence continuing South 55 degrees, 56 minutes, 49 seconds West, along the Northwest Right-of-way of Jermain Drive, a distance of 142.12 feet to a 1/2 inch galvanized steel pipe set at a point on the Northeasterly line of a proposed vacation of Jermain Drive, said point also being on the Northwesterly prolongation of the Southwesterly Right-of-way of Wellesley Drive.

Thence South 34 degrees, 03 minutes, 11 seconds East, along the Northwesterly prolongation of the Northwesterly line of Southwesterly Right-of-way of Wellesley Drive, passing 1/2 inch galvanized steel pipe set at the Northerly most corner of Lot 169 in the plat of Kingston, said point also being on the Southwesterly Right-of-way of Wellesley Drive, a distance of 60.00 feet, an overall distance of 135.11 feet to a found 1 inch iron pipe.

Thence South 55 degrees, 56 minutes, 49 seconds West, a distance of 75.43 feet to a 1/2 inch galvanized steel pipe set on the Southwesterly line of Lot 168 in the plat of Kingston, from said point a 1 inch iron pipe can be found 0.10 feet North and 0.44 feet West.

Thence South 33 degrees, 58 minutes, 53 seconds East, along the Southwesterly line of Lot 168, a distance of 25.11 feet to a 1/2 inch galvanized steel pipe set at the Northerly corner of Lot 154 in the plat of Kingston.

Thence South 47 degrees, 58 minutes, 48 seconds West, along the Northwesterly line of Lot 154, a distance of 59.38 feet to the Northwesterly corner of Lot 154.

Thence South 42 degrees, 58 minutes, 45 seconds East, along the Southwest line of Lot 154 in the plat of Kingston, a distance of 69.42 feet to a point.

Thence South 49 degrees, 26 minutes, 17 seconds East, a distance of 30.22 feet to a point on the North Right-of-way of Rathbun Drive.

Thence traversing a non-tangent arc to the left, along the North Right-of-way of Rathbun Drive, having a radius of 560.29 feet, a tangent length of 48.80 feet, a central angle of 09 degrees, 57 minutes, 19 seconds, a chord bearing of South 42 degrees, 44 minutes, 52 seconds West, a chord distance of 97.23 feet and an arc length of 97.35 feet to a point on the Northeasterly line of a proposed vacation of Rathbun Drive, said point also being on the Northwesterly prolongation of the Southwesterly line of Lot 110 in the plat of Kingston.

Thence South 56 degrees, 50 minutes, 12 seconds East, along the Southwesterly line of Lot 110 and its Northwesterly prolongation and the Southwesterly line of Lot 103 in the plat of Kingston, a distance of 208.19 feet to a point at the Northerly most corner of Lot 104 in the plat of Kingston.

Thence South 33 degrees, 09 minutes, 48 seconds West, along the Northwesterly line of Lot 104, and the Northwesterly line of Lot 105 in the plat of Kingston, a distance of 90.00 feet to a point on the Northeasterly Right-of-way of Monroe Street.

Thence North 56 degrees, 50 minutes, 12 seconds West, along the Northeasterly Right-of-way of Monroe Street, a distance of 211.48 feet to a point on the Proposed East Right-of-way of Promedica Parkway.

Thence traversing a non-tangent arc to the left, along the Proposed East Right-of-way of Promedica Parkway, having a radius of 622.50 feet, a tangent length of 275.83 feet, a central angle of 47 degrees, 47 minutes, 49 seconds, a chord bearing of North 16 degrees, 28 minutes, 48 seconds West, a chord distance of 504.37 feet and an arc length of 519.30 feet to a magnetic nail set on a point of reverse curvature in said Proposed East Right-of-way of Promedica Parkway.

Thence traversing an arc to the right, along the Proposed East Right-of-way of Promedica Parkway, having a radius of 454.50 feet, a tangent length of 171.38 feet, a central angle of 41 degrees, 19 minutes, 13 seconds, a chord bearing of North 19 degrees, 43 minutes, 06 seconds West, a chord distance of 320.72 feet and an arc length of 327.77 feet to a 1/2 inch galvanized steel pipe set on the South Right-of-way of Central Avenue.

The following three courses are along the South Right-of-way of Central Avenue:

Thence North 51 degrees, 10 minutes, 47 seconds East, a distance of 25.46 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 22 seconds East, a distance of 162.60 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 33 seconds East, passing a cross cut on the West Right-of-way of the proposed vacation of Briar Cliff Drive at a distance of 184.78 feet, an overall distance of 214.78 feet to the True Point of Beginning.

Containing 385,165.24 square feet or 8.8422 acres of land. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 29, 2021.

Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476
Principal, Lewandowski Engineers
The Chief Bldg. @ 234 N. Erie St.
Toledo, Ohio, 43604
Office: 419.255.4111
MDL@LewandowskiEng.com

EXHIBIT B

SUPPLEMENTAL PLAN

As more fully provided by the Initial Plan For the Improvements, Services, and Operation of the Toledo Ohio Advanced Energy Improvement District (together with all previously approved supplemental plans, the “Plan”), the Northwest Ohio Advanced Energy Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, The Toledo Hospital (the “Property Owner”) and Toledo Colony Apartments, LLC (the “Anticipated Owner”) have requested and consented to certain maximum special assessments by the District with respect to certain real property currently owned by the Property Owner and located at the commonly used addresses of 2061 W. Central Avenue, 1901 W. Central Avenue, 2945 Jermain Drive, 2931 Jermain Drive, 2937 Jermain Drive, 2929 Jermain Drive, 2941 Jermain Drive, 2951 Jermain Drive, and 2943 Jermain Drive, Toledo, Ohio, with Lucas County Auditor Parcel ID No. 18-46091 (the “Property”). A proposed schedule of maximum special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as Attachment B. The Special Assessments are allocated to the Property pursuant to the Petition and this Supplemental Plan. The Property Owner and the Anticipated Owner hereby consent and agree that the maximum schedule of special assessments represents the final hard costs of the Authorized Improvements described below, together with an assumed rate of interest on those costs in excess of the rate of interest expected to be available for financing the costs of the Authorized Improvements. The Property Owner and the Anticipated Owner hereby consent and agree that final rate of interest will be determined after the City of Toledo, Ohio (the “City”) approves the levy of the maximum special assessments. The Property Owner and the Anticipated Owner hereby authorize and request the City to certify the special assessments to the County Auditor of Lucas County, Ohio for collection, as provided in the Petition, in amounts which, in aggregate, are less than or equal to the aggregate amount of the maximum special assessments shown on Attachment B, and are in the amounts necessary to pay the costs of financing the Authorized Improvements.

The Property Owner and the Anticipated Owner hereby certify, represent, and warrant to the City and the District that the actual hard costs of the Authorized Improvements have been ascertained. The Authorized Improvements applicable to the Property will include: elevators, building envelope, and related improvements. As required by Ohio Revised Code Section 1710.01(K), said Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as Attachment C.

The Property Owner and the Anticipated Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Clerk of Council of the City.

The undersigned Anticipated Owner of real property to be located within the District acknowledges that the District and the City are subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned Anticipated Owner agrees to the disclosure of certain Anticipated Owner information by the District or the City to the extent required by law.

BY EXECUTING THIS SUPPLEMENTAL PLAN, THE ANTICIPATED OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE ANTICIPATED OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.

ANTICIPATED OWNER:

TOLEDO COLONY APARTMENTS, LLC

By: 

Name: Mark A. Damante

Title: Vice President

Address for notices to Petitioner:

Toledo Colony Apartments, LLC
150 East Broad Street
Columbus, Ohio 43215
Attention: Mark Damante

SUPPLEMENTAL PLAN—ATTACHMENT A

DESCRIPTION OF PROPERTY

The Property subject to this Supplemental Plan is located at the commonly used addresses of 2061 W. Central Avenue, 1901 W. Central Avenue, 2945 Jermain Drive, 2931 Jermain Drive, 2937 Jermain Drive, 2929 Jermain Drive, 2941 Jermain Drive, 2951 Jermain Drive, and 2943 Jermain Drive, Toledo, Ohio and has Lucas County Auditor Parcel ID No.18-46091, and the following legal descriptions:

The real property to be owned by Toledo Colony Apartments, LLC is located in Toledo, Ohio with Lucas County Permanent Parcel Numbers 09-12327, 09-12331, 09-12334, 09-12341, 09-12517, 09-12524, 09-12527, 09-12531, 09-12534, 09-12554, 09-12557, 09-12561, 09-12564, 09-12571, 09-12594, 09-12601, 09-12607, 09-12611, 09-12614, 09-12617, 09-12621, 09-12624, 16-11721, 18-46091 and is more particularly described as follows:

Legal Description of Colony South Overall: Being part of Lots A, 106-108, 156-158, 164-166, 168, 175, 192-200, 202 and all of Lots 109, 155, 167, 169, 176-191, 201 in Kingston as recorded in Lucas County Plat Volume 35 Page 27, and together with part of Lots 1-8 in West Central Stores as recorded in Lucas County Plat Volume 57 Page 1, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 inch iron bar monument found at the intersection of the centerlines of Central Avenue and Briar Cliff Drive.

Thence South 00 degrees, 09 minutes, 10 seconds East, along the centerline of Briar Cliff Drive, a distance of 40.00 feet to a point on the North line of the proposed vacation of Briar Cliff Drive, said point being the True Point of Beginning.

Thence continuing South 00 degrees, 09 minutes, 10 seconds East, along the centerline of Briar Cliff Drive, and said line being along a deflection in the North line of the proposed vacation of Briar Cliff Drive, a distance of 15.00 feet to a point of deflection in the North line of the proposed vacation of Briar Cliff Drive.

Thence North 89 degrees, 49 minutes, 00 seconds East, along the North line of the proposed vacation of Briar Cliff Drive a distance of 30.00 feet to a point on the South Right-of way of Central Avenue, from said point a 3/8 inch iron bar can be found 0.02 feet South and 0.02 feet East.

The following five courses are along the South Right-of-way of Central Avenue:

Thence continuing North 89 degrees, 49 minutes, 00 seconds East, a distance of 216.96 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 50 seconds East, a distance of 252.88 feet to a 1/2 inch galvanized steel pipe set, from said point a 5/8 inch iron bar can be found 0.17 feet South and 0.49 feet West.

Thence North 86 degrees, 46 minutes, 35 seconds East, a distance of 222.94 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 74 degrees, 35 minutes, 07 seconds East, a distance of 52.00 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 48 degrees, 47 minutes, 13 seconds East, a distance of 60.41 feet to a previously set 1/2 inch galvanized steel pipe on the West Right-of-way of Upton Avenue.

Thence South 19 degrees, 19 minutes, 02 seconds East, along the West Right-of-way of Upton Avenue, a distance of 37.12 feet to a previously set 1/2 inch galvanized steel pipe.

Thence South 05 degrees, 31 minutes, 06 seconds East, along the West Right-of-way of Upton Avenue, a distance of 154.67 feet to a point on the North Right-of-way of Jermain Drive, said point also being on the South line of Lot A in the plat of Kingston, from said point a 3/8 inch iron bar can be found 0.08 feet South.

The following two courses are along the North Right-of-way of Jermain Drive:

Thence South 89 degrees, 49 minutes, 49 seconds West, along the South line of Lot A in the plat of Kingston, a distance of 359.17 feet to a 1/2 inch iron pipe found.

Thence North 87 degrees, 23 minutes, 31 seconds West, a distance of 294.67 feet to a point of curvature on the South line of the proposed vacation of Briar Cliff Drive.

Thence traversing an arc to the left, having a radius of 181.41 feet, a tangent length of 60.10 feet, a central angle of 36 degrees, 39 minutes, 40 seconds, a chord bearing of South 74 degrees, 16 minutes, 39 seconds West, a chord distance of 114.11 feet and an arc length of 116.08 feet to a point on the South line of the proposed vacation of Briar Cliff Drive.

Thence South 55 degrees, 56 minutes, 49 seconds West, along the South line of the proposed vacation of Briar Cliff Drive, a distance of 54.79 feet to a 1/2 inch galvanized steel pipe set on the Northwest Right-of-way of Jermain Drive.

Thence continuing South 55 degrees, 56 minutes, 49 seconds West, along the Northwest Right-of-way of Jermain Drive, a distance of 142.12 feet to a 1/2 inch galvanized steel pipe set at a point on the Northeasterly line of a proposed vacation of Jermain Drive, said point also being on the Northwesterly prolongation of the Southwesterly Right-of-way of Wellesley Drive.

Thence South 34 degrees, 03 minutes, 11 seconds East, along the Northwesterly prolongation of the Northwesterly line of Southwesterly Right-of-way of Wellesley Drive, passing 1/2 inch galvanized steel pipe set at the Northerly most corner of Lot 169 in the plat of Kingston, said point also being on the Southwesterly Right-of-way of Wellesley Drive, a distance of 60.00 feet, an overall distance of 135.11 feet to a found 1 inch iron pipe.

Thence South 55 degrees, 56 minutes, 49 seconds West, a distance of 75.43 feet to a 1/2 inch galvanized steel pipe set on the Southwesterly line of Lot 168 in the plat of Kingston, from said point a 1 inch iron pipe can be found 0.10 feet North and 0.44 feet West.

Thence South 33 degrees, 58 minutes, 53 seconds East, along the Southwesterly line of Lot 168, a distance of 25.11 feet to a 1/2 inch galvanized steel pipe set at the Northerly corner of Lot 154 in the plat of Kingston.

Thence South 47 degrees, 58 minutes, 48 seconds West, along the Northwesterly line of Lot 154, a distance of 59.38 feet to the Northwesterly corner of Lot 154.

Thence South 42 degrees, 58 minutes, 45 seconds East, along the Southwest line of Lot 154 in the plat of Kingston, a distance of 69.42 feet to a point.

Thence South 49 degrees, 26 minutes, 17 seconds East, a distance of 30.22 feet to a point on the North Right-of-way of Rathbun Drive.

Thence traversing a non-tangent arc to the left, along the North Right-of-way of Rathbun Drive, having a radius of 560.29 feet, a tangent length of 48.80 feet, a central angle of 09 degrees, 57 minutes, 19 seconds, a chord bearing of South 42 degrees, 44 minutes, 52 seconds West, a chord distance of 97.23 feet and an arc length of 97.35 feet to a point on the Northeasterly line of a proposed vacation of Rathbun Drive, said point also being on the Northwesterly prolongation of the Southwesterly line of Lot 110 in the plat of Kingston.

Thence South 56 degrees, 50 minutes, 12 seconds East, along the Southwesterly line of Lot 110 and its Northwesterly prolongation and the Southwesterly line of Lot 103 in the plat of Kingston, a distance of 208.19 feet to a point at the Northerly most corner of Lot 104 in the plat of Kingston.

Thence South 33 degrees, 09 minutes, 48 seconds West, along the Northwesterly line of Lot 104, and the Northwesterly line of Lot 105 in the plat of Kingston, a distance of 90.00 feet to a point on the Northeasterly Right-of-way of Monroe Street.

Thence North 56 degrees, 50 minutes, 12 seconds West, along the Northeasterly Right-of-way of Monroe Street, a distance of 211.48 feet to a point on the Proposed East Right-of-way of Promedica Parkway.

Thence traversing a non-tangent arc to the left, along the Proposed East Right-of-way of Promedica Parkway, having a radius of 622.50 feet, a tangent length of 275.83 feet, a central angle of 47 degrees, 47 minutes, 49 seconds, a chord bearing of North 16 degrees, 28 minutes, 48 seconds West, a chord distance of 504.37 feet and an arc length of 519.30 feet to a magnetic nail set on a point of reverse curvature in said Proposed East Right-of-way of Promedica Parkway.

Thence traversing an arc to the right, along the Proposed East Right-of-way of Promedica Parkway, having a radius of 454.50 feet, a tangent length of 171.38 feet, a central angle of 41 degrees, 19 minutes, 13 seconds, a chord bearing of North 19 degrees, 43 minutes, 06 seconds West, a chord distance of 320.72 feet and an arc length of 327.77 feet to a 1/2 inch galvanized steel pipe set on the South Right-of-way of Central Avenue.

The following three courses are along the South Right-of-way of Central Avenue:

Thence North 51 degrees, 10 minutes, 47 seconds East, a distance of 25.46 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 22 seconds East, a distance of 162.60 feet to a 1/2 inch galvanized steel pipe set.

Thence North 89 degrees, 50 minutes, 33 seconds East, passing a cross cut on the West Right-of-way of the proposed vacation of Briar Cliff Drive at a distance of 184.78 feet, an overall distance of 214.78 feet to the True Point of Beginning.

Containing 385,165.24 square feet or 8.8422 acres of land. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on January 29, 2021.

Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476
Principal, Lewandowski Engineers
The Chief Bldg. @ 234 N. Erie St.
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SUPPLEMENTAL PLAN—ATTACHMENT B

Schedule of Special Assessments

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total maximum assessment costs:	\$20,540,012.08
Maximum semi-annual special assessments:	\$366,785.93
Number of semi-annual special assessments:	56
First semi-annual installment due:	January 31, 2025

Special Assessment Payment Date ¹	Total Maximum Special Assessment Amount (Parcel No. 18-46091) ²
January 31, 2025	\$366,785.93
July 31, 2025	366,785.93
January 31, 2026	366,785.93
July 31, 2026	366,785.93
January 31, 2027	366,785.93
July 31, 2027	366,785.93
January 31, 2028	366,785.93
July 31, 2028	366,785.93
January 31, 2029	366,785.93
July 31, 2029	366,785.93
January 31, 2030	366,785.93
July 31, 2030	366,785.93
January 31, 2031	366,785.93
July 31, 2031	366,785.93
January 31, 2032	366,785.93
July 31, 2032	366,785.93
January 31, 2033	366,785.93
July 31, 2033	366,785.93
January 31, 2034	366,785.93
July 31, 2034	366,785.93
January 31, 2035	366,785.93
July 31, 2035	366,785.93
January 31, 2036	366,785.93

¹ 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 under certain conditions.

² As identified in the records of the Lucas County Auditor as of April 4, 2023.

Special Assessment Payment Date ¹	Total Maximum Special Assessment Amount (Parcel No. 18-46091) ²
July 31, 2036	366,785.93
January 31, 2037	366,785.93
July 31, 2037	\$366,785.93
January 31, 2038	366,785.93
July 31, 2038	366,785.93
January 31, 2039	366,785.93
July 31, 2039	366,785.93
January 31, 2040	366,785.93
July 31, 2040	366,785.93
January 31, 2041	366,785.93
July 31, 2041	366,785.93
January 31, 2042	366,785.93
July 31, 2042	366,785.93
January 31, 2043	366,785.93
July 31, 2043	366,785.93
January 31, 2044	366,785.93
July 31, 2044	366,785.93
January 31, 2045	366,785.93
July 31, 2045	366,785.93
January 31, 2046	366,785.93
July 31, 2046	366,785.93
January 31, 2047	366,785.93
July 31, 2047	366,785.93
January 31, 2048	366,785.93
July 31, 2048	366,785.93
January 31, 2049	366,785.93
July 31, 2049	366,785.93
January 31, 2050	366,785.93
July 31, 2050	366,785.93
January 31, 2051	366,785.93
July 31, 2051	366,785.93
January 31, 2052	366,785.93
July 31, 2052	366,785.93

SUPPLEMENTAL PLAN—ATTACHMENT C

Description of Authorized Improvements

The Authorized Improvements are expected to consist of the following special energy improvement projects:

1. Elevators
2. Building Envelope

Total project hard costs to be funded: approx. \$4,000,000

Total estimated annual energy savings: \$56,009

Total maximum amount financed including financing and other charges: \$6,210,000