

ORIGINAL

**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 VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS AGAINST PROPERTY OWNED BY THE PETITIONERS 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:

The Nancy K. Klewer Trust is the owner of 100% of the property described on **Exhibit A** attached hereto (the "Property"). The Property is currently leased by Asset Protection Corporation, an Ohio for profit corporation ("Lessee"), (jointly together "Petitioners"). The Petitioners have executed an Energy Project Agreement which appoints the Chairperson of the Northwest Ohio Advanced Energy Improvement District ("the Energy Corporation"), an Ohio nonprofit corporation formed to govern the Toledo, Oregon, Maumee, Northwood, Perrysburg, Sylvania, Whitehouse, Township of Monclova, Township of Springfield, Township of Swanton, 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, City of Perrysburg, City of Sylvania, Village of Whitehouse, Township of Monclova, Township of Springfield, Township of Swanton, 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 Petitioners with the authority to act on behalf of the Petitioners in the special assessment process. A copy of the Energy Project Agreement 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 projects described on **Exhibit B** attached hereto as (the "Project" or the "Nancy K. Klewer Trust 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 Property, has approved an amendment of the Current Comprehensive Plan to include provision for the Project.

As required by Section 1710.06 of the Revised Code, the Petitioners, 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 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 Project and (b) requests that (i) the Project be undertaken by the District and (ii) the total cost of the Project be assessed on the Property in proportion to the special benefits that will result from the Project.

In connection with this Petition and in furtherance of the purposes hereof, the Petitioners acknowledge that they have reviewed or caused to be reviewed (i) the Current Comprehensive Plan, (ii) the plans, specifications and profiles for the Project, (iii) the estimate of cost for the Project included in **Exhibit B** and (iii) the schedule of estimated special assessments to be levied for the Project also included in **Exhibit B**. The Petitioners acknowledge that the estimated special assessment for the parcel is in proportion to the benefits that may result from the Project.

Accordingly, the Petitioners hereby petition for the construction of the Project identified in this Petition and the attached **Exhibit B**, as authorized under Revised Code Chapter 1710, and for the imposition of the special assessments identified herein and authorized under Revised Code Chapters 727 and 1710 (“the Special Assessments”) to pay the costs thereof.

In consideration of the Council’s acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioners consent and agree that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the 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 Project 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, 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 Petitioners to pay costs of the Project in anticipation of its receipt of the special assessments, 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 Petitioners agree to pay the Special Assessments in a timely manner whether or not the Petitioners receive annual and timely notices of the Special Assessments.

The Petitioners further acknowledge and confirm 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 Project identified herein. The Petitioners further consent to the levying of the assessments therefore against the Property by the Council. The Petitioners acknowledge that these Special Assessments are fair, just and equitable and being imposed at the specific request of the Petitioners.

The Petitioners hereby waive notice and publication of all resolutions, legal notices and hearings provided for in the Ohio Revised Code with respect to the Project and the Special Assessments, particularly those in Chapter 727 and 1710 of the Revised Code and consents to proceeding with the Project. Without limiting the foregoing, the Petitioners specifically waive 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 Petitioners consent to immediately proceeding with all actions necessary to acquire, install and construct the Project and impose the Special Assessments.

The Petitioners 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 Chapter 929 of the Revised Code, and if any of the Property is in an agricultural district, the Petitioners, in accordance with Section 929.03 of the Revised Code, hereby grant permission to collect any assessments levied against such Property.

The Petitioners 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 Project. In the event the final assessments exceed the estimated assessments, the Petitioners, 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 Chapters 727 and 1710 of the Revised Code, and any rights of appeal provided for in such Chapters or otherwise. The Petitioners 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 Project have been completed.

The Petitioners further acknowledge that the final assessments for the 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 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, or collected by the City

Treasurer as the City may elect. The Petitioners request that the unpaid final assessments for the Project be payable in Eighteen (18) 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 assessments.

The Petitioners further waive any and all questions as to the constitutionality of the laws under which the 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 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, 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 Petitioners represent that they will not contest, in a judicial or administrative proceeding, the undertaking of the Special Energy Improvements, the estimated assessments, the final assessments and any Special Assessments levied against the Property for the Special Energy Improvements, or any other matters related to the foregoing.

The Petitioners acknowledge and understand that the City, the Energy Corporation (a/k/a the Energy Special Improvement District created under Revised Code Chapter 1710), 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 Petitioners, any successors or assigns thereof, the Property, and any grantees, mortgagees, lessees, or transferees thereof. The Petitioners acknowledge that they have had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified herein.

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OWNER:

IN WITNESS WHEREOF, the Nancy K. Klewer Trust, has caused this petition to be executed by Nancy Klewer, in her official capacity as Trustee of the Nancy K. Klewer Trust November 12, 2019.

Nancy K. Klewer Trust

By: Nancy K. Klewer, Trustee
Name: Nancy K. Klewer, Trustee

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me on this 12th day of November, 2019, by Nancy K. Klewer, in her capacity as the Trustee of the Nancy K. Klewer Trust, who acknowledged that such Trustee did sign the foregoing instrument and that the same is such Trustee's free act and deed as such Trustee and of said Trust.

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



JODI M. RABQUER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-22-2024

Jodi M Rabquer
Notary Public

IN WITNESS WHEREOF, Asset Protection Corporation, has caused this petition to be executed by Kim Klewer, in his official capacity as CEO, Asset Protection Corporation, 5211 Renwyck Drive, Toledo, Ohio 43615, on November 12, 2019.

Asset Protection Corporation

By: Kim Klewer, President
Name: Kim Klewer, President and CEO

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the 12th day of November, 2019 personally appeared before me, a notary public in and for the State of Ohio, Kim Klewer, President and CEO of Asset Protection Corporation who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of Asset Protection Corporation, and that the same was the free act and deed of said Asset Protection Corporation.



JODI M. RABQUER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 07-22-2024

Jodi M Rabquer
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Lots 12 and 13 in Renwyck Amended Plat, as recorded in Plat Volume 75, Page 9, City of Toledo, Lucas County, Ohio.

EXCEPTING THEREFROM:

A parcel of land being part of Lot 13 in Renwyck Amended Plat, as recorded in Plat Volume 75, Page 9, City of Toledo,

Lucas County, Ohio, bounded and described as follows:

Beginning at the Northwest corner of said Lot 13;

Thence South 89 degrees, 49 minutes, 04 seconds East along the North line of said Lot 13, a distance of 30.00 feet to a point;

Thence South 00 degrees, 12 minutes, 00 seconds West along a line that is parallel with the West line of said Lot 13, a distance of 200.00 feet to a point on the South line of said Lot 13;

Thence North 89 degrees, 49 minutes, 04 seconds West along the South line of said Lot 13, a distance of 30.00 feet to the Southwest corner of said Lot 13;

Thence North 00 degrees, 12 minutes, 00 seconds East along the West line of said Lot 13, a distance of 200.00 feet to the point of beginning; said exception containing 6,000 square feet of land, more or less.

Parcel No. 13-21837

EXHIBIT B

Project Plan for the Nancy K. Klewer Trust

The real property owned by the Nancy K. Klewer Trust, at 138 S. Reynolds Road, Toledo, Ohio 43615, 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. LED Lights
2. (4) Roof Top Units

Total project cost: \$110,980.00

Total cost including financing and other charges: \$131,324.33

Total assessment payments to be collected: \$147,687.30

Total direct payments to be collected: \$11,635.69

Annual assessment payment: \$ 16,409.70

Estimated semi-annual special assessments for 9 years: \$ 8,204.85

Number of semi-annual installments: 18

First annual installment due: January 31, 2021

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

County Taxable Year	Total Annual Assessment Parcel 13-21837	Year Payments Are Due	1st Half (Due 1/31)	2nd Half (Due 7/31)
2020	\$ 16,409.70	2021	\$8,204.85	\$8,204.85
2021	\$ 16,409.70	2022	\$8,204.85	\$8,204.85
2022	\$ 16,409.70	2023	\$8,204.85	\$8,204.85
2023	\$ 16,409.70	2024	\$8,204.85	\$8,204.85
2024	\$ 16,409.70	2025	\$8,204.85	\$8,204.85
2025	\$ 16,409.70	2026	\$8,204.85	\$8,204.85
2026	\$ 16,409.70	2027	\$8,204.85	\$8,204.85
2027	\$ 16,409.70	2028	\$8,204.85	\$8,204.85
2028	\$ 16,409.70	2029	\$8,204.85	\$8,204.85
Total Assessment	\$147,687.30		\$147,687.30	

* 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.

** 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 County Fiscal Officer of Lucas County, Ohio to each Semiannual Assessment payment.

EXHIBIT C

ENERGY PROJECT AGREEMENT

(See Attached)