

**PETITION TO REQUEST THE
LEVY OF A SPECIAL ASSESSMENT**

TO THE CITY COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, **118 W 9TH ST, LLC**, an Ohio limited liability company (the “**Owner**”) represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the City Council of the City of Cincinnati (“**Council**”), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference (“**Property**”), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described (“**Assessed Lands**”).

Petition for Authorized Improvements. The Owner, together with its grantees or transferees, and its and their successors and assigns as owner of all of the lots and lands included in the Assessed Lands, hereby respectfully petitions the City of Cincinnati (the “**City**”), through its Council for the improvements which constitute an air quality facility as further described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, “**Authorized Improvements**”), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, “**Plans**”) filed in the office of the Clerk of the Cincinnati City Council (“**Clerk of Council**”) prior to or concurrently with the filing of this Petition.

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Authorized Improvements, determined subject to and as further described herein and in the Plans (“**Assessable Cost**”), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments (“**Special Assessments**”) to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more

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than **twenty-five (25)** years following two years of interest only Special Assessments. The Owner requests that the Special Assessments be collected semi-annually but understands that the Special Assessments will be collected as determined by the Hamilton County Auditor. The Special Assessments will be pledged to the payment of bonds ("**Obligations**") anticipated to be issued by the Ohio Air Quality Development Authority.

The Assessable Cost of the Authorized Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("**Direct Costs**") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Authorized Improvements;

(b) all costs ("**Indirect Costs**") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Authorized Improvements including, without limitation, the following: (i) County Auditor and Treasurer collection fees, (ii) with respect to the issuing or servicing of any revenue, general obligation or other debt obligations, including without limitation revenue bonds to be issued by the Ohio Air Quality Development Authority to finance costs of the Authorized Improvements under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Authorized Improvements, subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs.

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Authorized Improvements (including any debt service relating thereto) and the estimated

useful life of the Authorized Improvements, and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Authorized Improvements, including all estimated costs to be included therein which are now on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Authorized Improvements. The Owner acknowledges that these Special Assessments are fair, just and equitable and are being imposed at the Owner's specific request.

Acknowledgments, Consents and Waivers. The Owner 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 Chapter 727 and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Owner 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.

Covenants of Owners. In consideration of the special benefits conferred by the Authorized Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Obligations remain outstanding and/or any Special Assessments remain unpaid, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Authorized Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferee in writing agrees to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid; provided, that if a

declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term “**transfer**” shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Additional Agreements and Waivers of Owners: To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance or incurrence of the Obligations, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Authorized Improvements to commence immediately be enacted at one Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Authorized Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Authorized Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to {00409820-1}

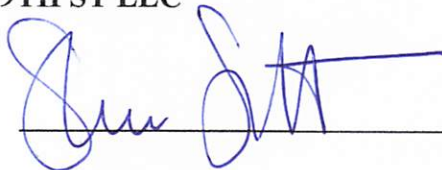
time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

Authority to Sign. The undersigned signatory represents and warrants that they have full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

OWNER:

118 W 9TH ST LLC

By: 

Name: Sheri Scott

Its: Member


Dated: October 17, 2024

STATE OF OHIO)
)
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 17 day of October __, 2024 by Sheri Scott, Member of 118 W 9TH ST, LLC, an Ohio limited liability company, on behalf of the Owner. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ARIANA RAINN ALCORN
Notary Public
State of Ohio
My Comm. Expires
April 3, 2029


Notary Public
My commission expires: April 3, 2029

**EXHIBIT A
DESCRIPTION OF PROPERTY**

Legal Description:

W NINTH ST 71 X 130 IRR LOTS 27-28 & PT LOT 26 PIATT-GRANDINS SUB SQ 5
PARS 351-352 CONS

Land Area: Total: 0.21 acre (9,322 sf)

Land to Building Ratio: 0.61:1

Building Type: Religious / Recreational / Class Buildings

Year Built: 1963

Condition: Good

Number of stories: 2 Story

Religious Building: 7,600

Basement / Class: 7,424

Gross Building Area: 15,024 SF

Zoning: DD (Downtown Development)

Zoning Authority: DD (Downtown Development) City of Cincinnati Zoning Administration

EXHIBIT B
AUTHORIZED IMPROVEMENTS

This project consists of the following Energy Savings Improvements:

1. Building Envelope Improvements: No to Exceed \$742,500
2. Electrical Upgrades: \$67,500 (estimated)

Energy Conservation Measures (“ECM”) Summary and Useful Life

The Air Quality Facility includes energy conservation measures that consist of building envelope upgrades, new high-efficiency HVAC equipment, new energy-efficient lighting, new energy-efficient domestic water heaters, and electrical upgrades required for the improvements.

The following table outlines the useful life of the equipment upgrades.

(Add)

ECM	Expected Useful Life
Envelope: Roof Insulation	100+ years
HVAC: Air-to-air heat pumps	15 - 20 years
Lighting: LED	20 – 25 years
Domestic Water Heating: Electric storage water heater	15 - 20 years

1.

EXHIBIT C
ESTIMATED ASSESSMENTS

<u>Aggregate Special Assessment</u>	<u>Semi-Annual Installment of Special Assessment</u> <i>(i.e., this amount is to be paid 50 times over a 25-year period following 2 years of interest only Special Assessments)</i>
\$ 810,000	Amount Not to Exceed \$43,742.92