

EMERGENCY

Legislative Resolution

BWB

RESOLUTION NO. _____ - 2021

DECLARING by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

WHEREAS, the owners of one hundred percent (100%) of the lands to be assessed for the construction of an extension of Walworth Avenue, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installation of retaining walls; acquisition of land necessary to construct and install the foregoing; and acquisition, construction, and installation of other related improvements (collectively, the "Public Infrastructure Improvements"), have executed and filed with this Council a *Petition* dated as of February 17, 2021 (the "Petition"), proposing the necessity of special assessments to pay the costs of the Public Infrastructure Improvements; and

WHEREAS, the plans, specifications, profiles, and estimates of cost related to the Public Infrastructure Improvements are on file with the Clerk of Council; and

WHEREAS, (i) it is necessary and desirable to undertake and carry out the Public Infrastructure Improvements to improve the City's transportation network and accessibility, to increase the amount of developable land within the City, to promote the public's health, safety and welfare, and for the other public purposes identified herein; (ii) the property to be assessed is specially benefited by the special assessments; and (iii) the special assessments have been petitioned for by the owners of 100% of the property to be assessed; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Petition, which Petition is hereby approved and accepted, and a copy of which is attached to this Resolution as Attachment A.

Section 2. That it is hereby declared necessary, and a public purpose of the City, to improve Walworth Avenue, located in the East End neighborhood of Cincinnati by constructing an extension thereof, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, as further described in the Petition submitted by the owners of one hundred percent (100%) of the lands to be assessed and the profile, plans, and specifications therefor, each of which are on file with the Clerk of Council (the "Public Infrastructure Improvements"). The Petition, profile, plans and specifications have been, and will remain, open to inspection by all interested persons.

Section 3. That Council finds and determines that (a) all of the Public Infrastructure Improvements are so situated in relation to each other that in order to complete the Public Infrastructure Improvements in the most practical and economical manner, they should be constructed and improved at the same time, with the same kind of materials, and in the same manner; and (b) the Public Infrastructure Improvements shall be treated as a single improvement, pursuant to Section 727.09 of the Ohio Revised Code ("ORC").

Section 4. That Council determines and declares that (a) the Public Infrastructure Improvements are an essential and vital public, municipal governmental purpose of the City, necessary in order to improve the City's transportation network and accessibility, to increase the amount of developable land within the City, and to promote the public's health, safety, and welfare; and (b) in order to fulfill these public purposes of the City, it is necessary and proper to provide for the construction of the Public Infrastructure Improvements.

Section 5. That the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements, all now on file in the office of the Clerk of Council, are hereby

approved. The Public Infrastructure Improvements shall be made in accordance with the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements.

Section 6. That Council hereby determines that (a) the Petition has been signed by 100% of the owners of the lands specially benefited by the Public Infrastructure Improvements, and (b) the Public Infrastructure Improvements constitute street improvements petitioned for by 100% of the owners of the property benefited and to be specially assessed for the costs thereof. In accordance with the Petition, \$3,073,661.83 of the “Assessable Cost” (as defined and described in the Petition) of the Public Infrastructure Improvements, together with financing and interest costs in connection with the issuance and repayment of related indebtedness by the City, shall be paid by the assessments levied against such specially benefited properties beginning with tax year 2022 and first collectable in 2023.

Section 7. That the method of levying said special assessments shall be in proportion to the benefits received, as set forth in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%.

Section 8. That the lots to be assessed for the Public Infrastructure Improvements shall include numbered lots 1 through 27, 29, 31 through 33, 36, and 38, as more particularly described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition (the “Assessed Property”), all of which are hereby determined to be specially benefited by the Public Infrastructure Improvements, and shall exclude the common areas and right-of-way described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition.

Section 9. That the costs of the Public Infrastructure Improvements to be paid for directly or indirectly, in whole or in part, by funds derived from the special assessments may include but is not limited to those “Direct Costs” and “Indirect Costs” identified in the Petition, all together with interest thereon, administrative expenses with respect thereto, and

other allowable costs of the Public Infrastructure Improvements, as provided in ORC Chapter 727.

Section 10. That the special assessments for the Public Infrastructure Improvements to be levied shall be paid in 30 semi-annual installments beginning in 2023 (with respect to tax year 2022, the first tax year for which the assessments for the Public Infrastructure Improvements are to be levied) or otherwise in the manner provided by the Hamilton County Treasurer. One hundred percent (100%) of the owners of the Assessed Property have waived the right to pay the assessments in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 11. That Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal, and other rights of property owners under the law, including, but not limited to, those specified in ORC Chapter 727, and consents to the immediate imposition of the special assessments upon the Assessed Property.

Section 12. That the Port of Greater Cincinnati Development Authority, in cooperation with the City, and pursuant to a separate City ordinance, intends to issue bonds to finance the construction of the Public Infrastructure Improvements, a portion of which the City anticipates will be repaid via the special assessments collected.

Section 13. That the estimated assessments of the Assessable Costs of the Public Infrastructure Improvements in accordance with the method of assessment set forth in the Petition and this resolution, showing the amount of the assessment against each lot of land to be assessed, are now on file with the Clerk of Council.

Section 14. That the assessments shall be used to construct the Public Infrastructure Improvements, to repay indebtedness incurred in order to finance the construction of the Public

Infrastructure Improvements, and to cover administrative and other expenses related to the foregoing.

Section 15. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 16. That notice of the passage of this resolution has been waived by the owners of 100% of the Assessed Property.

Section 17. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to improve the City's transportation network and accessibility and increase the amount of developable land within Cincinnati as soon as possible.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

P E T I T I O N

TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, **JNB Custom Homes, LLC**, an Ohio limited liability company, **RM Interiors, LLC**, an Ohio limited liability company, **Frazier Custom Homes, LLC**, an Ohio limited liability company, **Redknot Holdings, LLC**, an Ohio limited liability company, **Matthew R. Vajen**, an individual, **Louis Markham Dauner and Geraldine Wu**, husband and wife, and **East End Development LLC**, an Ohio limited liability company (collectively, 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 Council of the City of Cincinnati ("**City Council**"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lots 28, 30, 34, 35, 37, and 39 which are not the subject of this petition ("**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 Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "**Owners**"), hereby respectfully petitions this City Council for the public improvements described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, "**Public Infrastructure 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 Council of the City of Cincinnati ("**City**") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 27, 29, 31 through 33, 36, and 38 included within the Property as depicted in Exhibit C attached hereto, and shall exclude lots 28, 30, 34, 35, 37, and 39 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in Exhibit C ("**Excluded Properties**").

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 Public Infrastructure 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 than **fifteen (15)** years.

The Assessable Cost of the Public Infrastructure 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 Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

(b) all costs ("*Indirect Costs*") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds ("*Bonds*") that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the "*Port*") 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 Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), 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, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners' waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements;

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code ("*Assessment Act*");

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 Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., 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 Public Infrastructure 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 Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections (“*ORC §§*”) 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under *ORC §*727.04 or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by *ORC §§*727.18 through 727.22, inclusive, and *ORC §*727.43.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by *ORC §§*727.13, 727.16, 727.17, 727.24 and 727.26. The undersigned Owner further waives the strict construction of proceedings specified by *ORC §*727.40 and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by *ORC §*727.34, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure 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 City 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 City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, 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 Public Infrastructure 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 agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, 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 and the Bonds remain outstanding; 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.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. 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 of the Bonds, 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 Public Infrastructure Improvements to commence immediately be enacted at one City 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 Public Infrastructure 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 Public Infrastructure 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 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 City 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.

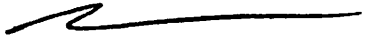
Declaration. The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

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

[Signature Page Follows]

LOT 5 OWNER:

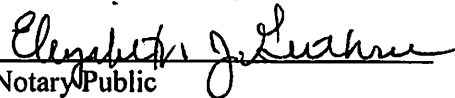
Matthew R. Vajen



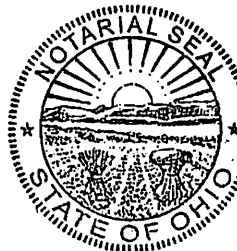
Dated: 2/12, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Matthew R. Vajen. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



Notary Public
My commission expires: 10-01-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 6 AND 16 OWNER:

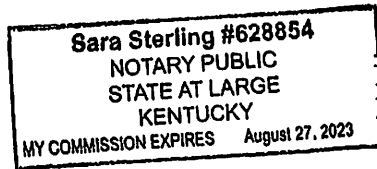
REDKNOT HOLDINGS, LLC

By: MA
Name: Mark Pottebaum
Its: sole member

Dated: February 15, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 15 day of February, 2021 by mark pottebaum, sole member of Redknot Holdings, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



Sara Sterling
Notary Public
My commission expires: _____

LOT 23 OWNER #1:

JNB Custom Homes, LLC

By: _____
Name: John Boyle
Its: Managing Member

Dated: 2/17/-, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17 day of February, 2021 by John Boyle, Managing Member of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 23 OWNER #2:

RM Interiors, LLC

By: [Signature]
Name: RENAN MENNINGER
Its: President Managing Member

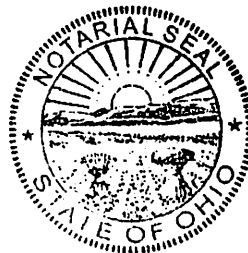
Dated: 2-17, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 17 day of February, 2021 by Renan Menninger, Managing Member of RM Interiors, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

[Signature]
Notary Public

My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

LOT 27 OWNER:

**LOUIS MARKHAM DAUNER AND
GERALDINE WU**

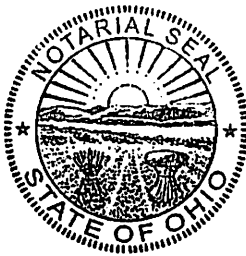
By: *Louis M. Dauner*
Louis Markham Dauner

By: *Geraldine Wu*
Geraldine Wu

Dated: *February 16*, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 16 day of February, 2021 by Louis Markham Dauner and Geraldine Wu, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

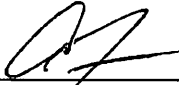


ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

Elizabeth J. Guthrie
Notary Public
My commission expires: 10-4-2022

LOT 36 OWNER:

FRAZIER CUSTOM HOMES, LLC

By: 
Name: ANDRE FRAZIER
Its: PRESIDENT

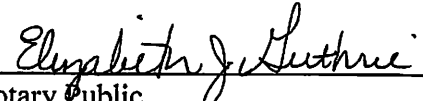
Dated: February 16, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 16 day of February, 2021 by Andre FRAZIER, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022


Notary Public
My commission expires: 10-4-2022

LOTS 1-5, 7-15, 17-22, 24-27, 29, 31-33,
38 and O.S. Parcels A & B OWNER:

EAST END DEVELOPMENT LLC

By: [Signature]
Name: Ralph Meinenjohn
Its: Member

Dated: February 12, 2021

STATE OF OHIO)
)
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 12 day of February, 2021 by Ralph Meinenjohn, Managing Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022

[Signature]
Notary Public
My commission expires: 10-4-2022

EXHIBIT A

DESCRIPTION OF PROPERTY

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

Lot 1 Parcel No. 031-0002-0114
Lot 2 Parcel No. 031-0002-0115
Lot 3 Parcel No. 031-0002-0116
Lot 4 Parcel No. 031-0002-0117
Lot 5 Parcel No. 031-0002-0118
Lot 6 Parcel No. 031-0002-0119
Lot 7 Parcel No. 031-0002-0120
Lot 8 Parcel No. 031-0002-0121
Lot 9 Parcel No. 031-0002-0122
Lot 10 Parcel No. 031-0002-0123
Lot 11 Parcel No. 031-0002-0124
Lot 12 Parcel No. 031-0002-0125
Lot 13 Parcel No. 031-0002-0126
Lot 14 Parcel No. 031-0002-0127
Lot 15 Parcel No. 031-0002-0128
Lot 16 Parcel No. 031-0002-0129
Lot 17 Parcel No. 031-0002-0130
Lot 18 Parcel No. 031-0002-0131
Lot 19 Parcel No. 031-0002-0132
Lot 20 Parcel No. 031-0002-0133

Lot 21 Parcel No. 031-0002-0134
Lot 22 Parcel No. 031-0002-0135
Lot 23 Parcel No. 031-0002-0136
Lot 24 Parcel No. 031-0002-0137
Lot 25 Parcel No. 031-0002-0138
Lot 26 Parcel No. 031-0002-0139
Lot 27 Parcel No. 031-0002-0140
Lot 28 Parcel No. 031-0002-0141
Lot 29 Parcel No. 031-0002-0142
Lot 30 Parcel No. 031-0002-0143
Lot 31 Parcel No. 031-0002-0144
Lot 32 Parcel No. 031-0002-0145
Lot 33 Parcel No. 031-0002-0146
Lot 34 Parcel No. 031-0002-0147
Lot 35 Parcel No. 031-0002-0148
Lot 36 Parcel No. 031-0002-0149
Lot 37 Parcel No. 031-0002-0150
Lot 38 Parcel No. 031-0002-0151
Lot 39 Parcel No. 031-0002-0152
O. S. "A" Parcel No.
O. S. "B" Parcel No.

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

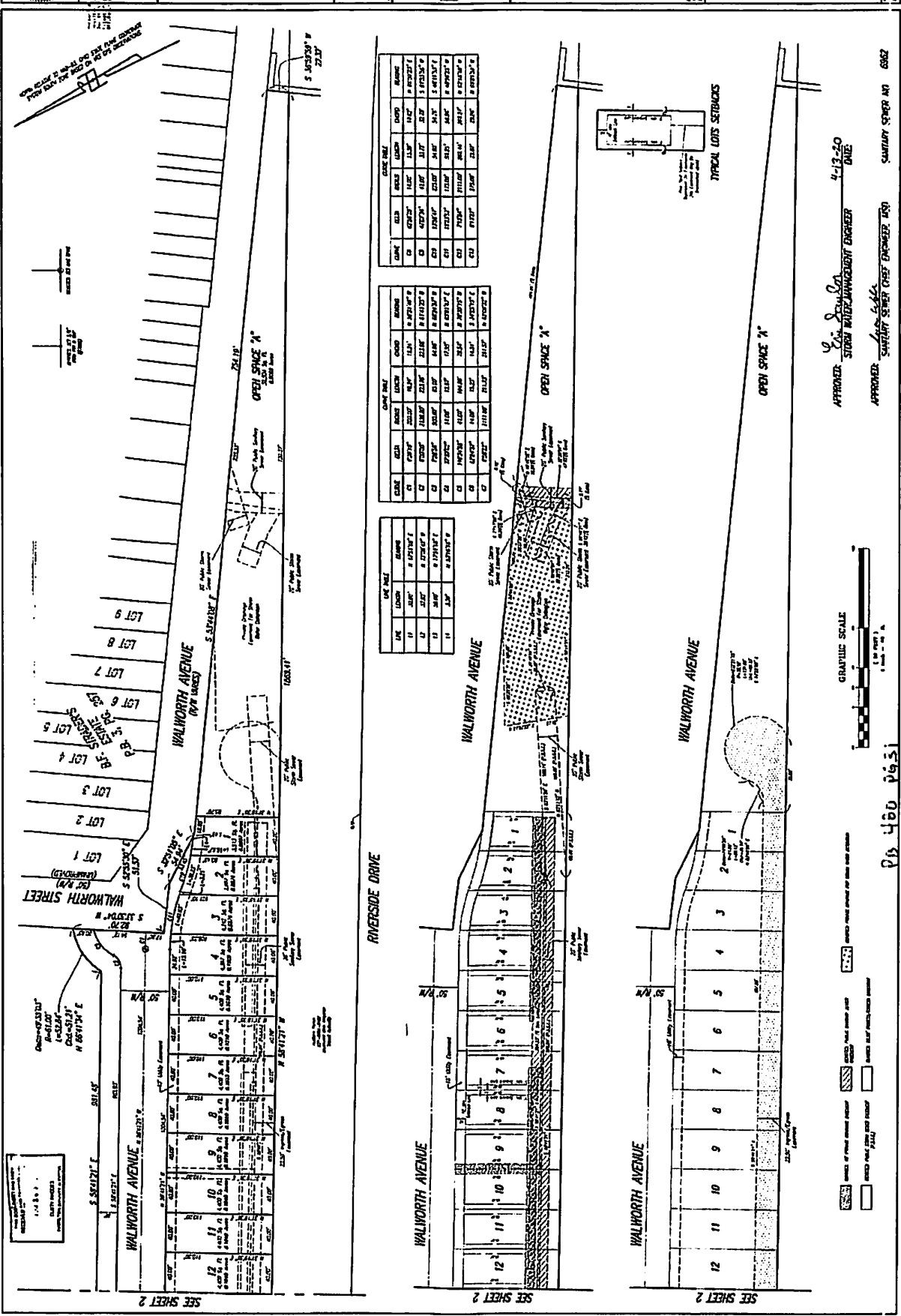
Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

Acquisition of land necessary to construct the foregoing.

EXHIBIT C
DEPICTION OF THE PROPERTY
(SEE ATTACHED)



LINE	COORD.	STATION	BEARING	DISTANCE
1	1000.00	0+00	N 0° 00' 00" E	100.00
2	1000.00	0+10	N 0° 00' 00" E	100.00
3	1000.00	0+20	N 0° 00' 00" E	100.00
4	1000.00	0+30	N 0° 00' 00" E	100.00
5	1000.00	0+40	N 0° 00' 00" E	100.00
6	1000.00	0+50	N 0° 00' 00" E	100.00
7	1000.00	0+60	N 0° 00' 00" E	100.00
8	1000.00	0+70	N 0° 00' 00" E	100.00
9	1000.00	0+80	N 0° 00' 00" E	100.00
10	1000.00	0+90	N 0° 00' 00" E	100.00

LINE	COORD.	STATION	BEARING	DISTANCE
1	1000.00	0+00	N 0° 00' 00" E	100.00
2	1000.00	0+10	N 0° 00' 00" E	100.00
3	1000.00	0+20	N 0° 00' 00" E	100.00
4	1000.00	0+30	N 0° 00' 00" E	100.00
5	1000.00	0+40	N 0° 00' 00" E	100.00
6	1000.00	0+50	N 0° 00' 00" E	100.00
7	1000.00	0+60	N 0° 00' 00" E	100.00
8	1000.00	0+70	N 0° 00' 00" E	100.00
9	1000.00	0+80	N 0° 00' 00" E	100.00
10	1000.00	0+90	N 0° 00' 00" E	100.00

LINE	COORD.	STATION	BEARING	DISTANCE
1	1000.00	0+00	N 0° 00' 00" E	100.00
2	1000.00	0+10	N 0° 00' 00" E	100.00
3	1000.00	0+20	N 0° 00' 00" E	100.00
4	1000.00	0+30	N 0° 00' 00" E	100.00
5	1000.00	0+40	N 0° 00' 00" E	100.00
6	1000.00	0+50	N 0° 00' 00" E	100.00
7	1000.00	0+60	N 0° 00' 00" E	100.00
8	1000.00	0+70	N 0° 00' 00" E	100.00
9	1000.00	0+80	N 0° 00' 00" E	100.00
10	1000.00	0+90	N 0° 00' 00" E	100.00



EXHIBIT D

ESTIMATED ASSESSMENTS

A	B	C	D
<u>Assessed Lands Lot Number</u> (lot number references refer to the numbered lots within the Walworth Junction Subdivision Plat shown in Exhibit C above)	<u>Aggregate Special Assessment</u>	<u>Special Assessment By Lot (B / 33)</u>	<u>Semi-Annual Installment of Special Assessment (C / 30)</u> (i.e., this amount is to be paid 30 times over a 15 year period commencing with the payment of the first installment of the tax year 2022 tax bill)
1	\$4,950,000	\$150,000	\$5000.00
2	\$4,950,000	\$150,000	\$5000.00
3	\$4,950,000	\$150,000	\$5000.00
4	\$4,950,000	\$150,000	\$5000.00
5	\$4,950,000	\$150,000	\$5000.00
6	\$4,950,000	\$150,000	\$5000.00
7	\$4,950,000	\$150,000	\$5000.00
8	\$4,950,000	\$150,000	\$5000.00
9	\$4,950,000	\$150,000	\$5000.00
10	\$4,950,000	\$150,000	\$5000.00
11	\$4,950,000	\$150,000	\$5000.00
12	\$4,950,000	\$150,000	\$5000.00
13	\$4,950,000	\$150,000	\$5000.00
14	\$4,950,000	\$150,000	\$5000.00
15	\$4,950,000	\$150,000	\$5000.00
16	\$4,950,000	\$150,000	\$5000.00
17	\$4,950,000	\$150,000	\$5000.00
18	\$4,950,000	\$150,000	\$5000.00
19	\$4,950,000	\$150,000	\$5000.00
20	\$4,950,000	\$150,000	\$5000.00

21	\$4,950,000	\$150,000	\$5000.00
22	\$4,950,000	\$150,000	\$5000.00
23	\$4,950,000	\$150,000	\$5000.00
24	\$4,950,000	\$150,000	\$5000.00
25	\$4,950,000	\$150,000	\$5000.00
26	\$4,950,000	\$150,000	\$5000.00
27	\$4,950,000	\$150,000	\$5000.00
29	\$4,950,000	\$150,000	\$5000.00
31	\$4,950,000	\$150,000	\$5000.00
32	\$4,950,000	\$150,000	\$5000.00
33	\$4,950,000	\$150,000	\$5000.00
36	\$4,950,000	\$150,000	\$5000.00
38	\$4,950,000	\$150,000	\$5000.00

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