

**PETITION FOR CREATION OF SHORELINE SPECIAL
IMPROVEMENT DISTRICT
FOR SHORELINE IMPROVEMENT PROJECTS**

And

**LAKE COUNTY COMMUNITIES
SHORELINE SPECIAL IMPROVEMENT DISTRICT
PROGRAM PLAN**

1. Review all parts of the Petition and related items prior to signing and returning the Petition and related items to the City, Village, or Township.
2. By completing this Petition and related items you, as the owner of property along the Lake Erie shoreline, are evidencing your intent to create a shoreline special improvement district that includes your property and the levy of a special assessment.
3. **PLEASE PROVIDE THE INFORMATION REQUESTED ON PAGE 1, EXHIBIT A, AND EXHIBIT C.**
4. **PLEASE SIGN THE PETITION ON PAGE 7.**
5. The Petition is necessary for the creation the Lake County Communities Shoreline Special Improvement District. Following the formation of the Lake County Communities Shoreline Special Improvement District, further action will be required by you, the City, Village, or Township in which your property is located, and the Lake County Communities Shoreline Special Improvement District prior to the levy of special assessments on your property.

**PETITION FOR CREATION OF SHORELINE SPECIAL
IMPROVEMENT DISTRICT
FOR SHORELINE IMPROVEMENT PROJECTS**

**A PETITION REQUESTING THE CREATION OF A SHORELINE SPECIAL
IMPROVEMENT DISTRICT FOR THE BENEFIT OF THE PROPERTY AND A
WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING
THE LEVYING OF SPECIAL ASSESSMENTS**

To: The _____ (the “Legislative Authority”) of
Board of Trustees/Village OR City Council OR Commission)

_____, Ohio (the “Political Subdivision”).
(Township/City/Village Name)

The undersigned (the “Petitioner”) is the owner of 100% of the property described on Exhibit A, attached hereto and incorporated by reference hereby (the “Property”).

The Petitioner respectfully petitions the Political Subdivision for the creation of a shoreline special improvement district to be named at any time and from time to time the unique proper name of each participating political subdivision, as defined in Revised Code Section 1710.02(E), of the special improvement district (the “District”) pursuant to Revised Code Chapter 1710, as amended from time to time (the “Act”). The District is hereby authorized to use the trade name “Lake County Communities Shoreline Special Improvement District,” or any other such similar trade name as the Board (as defined below) may duly determine from time to time.

The District boundaries initially will be as described and shown in Exhibit B, attached hereto and incorporated by reference hereby, along with the parcels of property in the Political Subdivision or other municipalities and townships for which the owner of such parcels have submitted a petition for creation of a shoreline special improvement district and which are set forth in the Articles of Incorporation filed with the Secretary of State of Ohio in substantially the form attached hereto as Exhibit D. In accordance with the Act, the District may be expanded to include additional territory (the “Additional Territory”) for the purpose of developing and implementing shoreline improvement projects. At least one shoreline improvement project will be designated for each parcel of real property within Additional Territory of the District. The Political Subdivision and each participating political subdivision of the District, by its approval of this Petition, approves and consents to: (A) any addition of Additional Territory to the territory of the District within the boundaries of any municipal corporation or any township which is contiguous to the municipal corporations or townships in which a portion of the territory of the District is located; (B) the addition of the municipal corporation or township in which such real property is located as a “participating political subdivision,” as defined in

Revised Code Section 1710.01(E), of the District; and (C) any amendment to the Articles of Incorporation necessary to recognize or effect such addition. The Petitioner represents that a shoreline improvement project will be developed and implemented on each parcel of real property owned by the Petitioner as set forth on Exhibits A and B and pursuant to the terms set forth below.

1. Purpose. The District's purpose will be to enhance the value of the Property and Additional Territories and improve the environment by developing and assisting in developing shoreline improvement projects on the Property and shoreline improvement projects on Additional Territories. The District will be authorized to provide shoreline improvement projects pursuant to the Act that will benefit the Property and Additional Territories. The District further will be authorized to take such other actions pursuant to the Act that may be taken by special improvement districts organized for the purpose of developing and implementing plans for shoreline improvement projects.

2. Corporate Entity and Governance. The operations and fiscal affairs of the District will be managed and administered by the Board of Directors (the "Board") of an Ohio nonprofit corporation to be formed for the purpose of governing the District, all in accordance with the Act. Such nonprofit corporation shall be called at any time and from time to time the unique proper name of each participating political subdivision, as defined in Revised Code Section 1710.02(E), of the special improvement district governed by the Board, separated by commas, and followed by the words "Shoreline Special Improvement District, Inc." (the "Corporation"). The Corporation is hereby authorized to use the trade name "Lake County Communities Shoreline Special Improvement District, Inc.," or any other such similar trade name as the Board may duly determine from time to time. A form of the articles of incorporation of the Corporation are attached hereto and incorporated by reference hereby as Exhibit D (the "Articles of Incorporation").

The Board will consist of at least five individuals. The Board will have all powers authorized by the Act. Pursuant to the Act: (A) one director shall be the municipal executive, as defined in Revised Code Section 1710.01(D), (provided that for each participating political subdivision that is a township, the "municipal executive" shall refer to the chief administrative officer of the township, if any, or if no chief administrative officer exists, the board of township trustees) of each participating political subdivision of the District, or an employee of each participating political subdivision who is involved with its planning or economic development functions and who shall be appointed by and serve at the pleasure of such participating political subdivision's municipal executive each shall serve as a Director; (B) one director shall be a person appointed by and serving at the pleasure of the legislative authority of each participating political subdivision of the District; and (C) the remaining directors shall be Members or executive representatives of Members elected, designated, or appointed by the Members as described in the Code of Regulations of the Corporation.

Petitioner acknowledges and agrees that the Board, in its sole discretion and as authorized by Revised Code Section 1702.33, may delegate authority to an executive committee. Petitioner further acknowledges and agrees that the Board, in its sole discretion and as authorized by the

Revised Code, may contract for the provision of services pursuant to the Board's prescribed competitive bidding procedures.

3. Authority. The District will be authorized to provide shoreline improvement projects pursuant to the Act that will benefit property within the boundaries of the District. Each political subdivision of the District will be authorized to levy a special assessment on each property within the District that lies within the territorial boundaries of the participating political subdivision to pay for shoreline improvement projects, in accordance with the special benefits conferred by those shoreline improvement projects as further provided for in this Petition and in a plan for public improvements duly adopted by the District and the participating political subdivisions in accordance with the Revised Code.

4. Plan. As authorized in the Act, the District shall adopt a plan or plans which shall set forth: the specific shoreline improvement projects that are to be provided; the area in which they will be provided; the method of assessment to be used; the period of time the special assessments are to be levied; authorization for the addition of territory to the District; the procedures by which additional territory may be added to the District; and such other provisions allowable by law that the District shall deem appropriate. The Initial Plan is proposed in substantially the form set forth in Exhibit E hereto.

5. Boundaries. A description of the parcels, as identified by parcel number, to be included in the District by this Petition are provided in Exhibit A. The District's boundaries are further described in Exhibit B along with the parcels of property in the Political Subdivision or other municipalities and townships for which the owner of such parcels have submitted a petition for creation of shoreline special improvement district and which are set forth in the Articles of Incorporation. From time to time the boundaries of the District may be expanded to include any Additional Territory.

6. Special Assessments. In consideration of the Political Subdivision's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in Exhibit A shall be assessed for all of the costs of the authorized improvements as set forth in Exhibit C hereto (the "Authorized Improvements"), including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such amounts; 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 in real estate; expenses of legal services; costs of labor and material; and trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities or other obligations issued to provide loans or otherwise to pay costs of the Authorized Improvements in anticipation of its receipt of the special assessments, capitalized interest on, and financing reserve funds for, such securities or other obligations; together with all other necessary expenditures. The Petitioner agrees to pay the Special Assessments in a timely manner whether or not the Petitioner receives annual and timely notices of the Special Assessments.

7. Waiver of Notices and Process. The Petitioner expressly waives notice and publication of all resolutions, legal notices, and hearings provided for in the Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Revised Code Chapters 727 and 1710, and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, but only with regard to the Authorized Improvements and Special Assessments for the Authorized Improvements for the Project (as defined in an initial plan or supplemental plan for the Project), the Petitioner specifically waives any notices and rights under as follows:

- The right to notice of the adoption of the Resolution of Necessity;
- The right to limit the amount of the Special Assessments as provided in the Revised Code, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code Section 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 Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board;
- The right to file any claim for damages under the Revised Code;
- 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 Assessment; and
- The right to notice of the passage of the Assessing Ordinance.

The Petitioner further agrees that the Property may be included in more than one district formed under Revised Code Chapter 1710. The Petitioner consents to proceed immediately with all actions necessary to acquire, install and construct the Authorized Improvements and levy the Special Assessments.

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

9. No Reliance on Estimates. The Petitioner acknowledges that the Special Assessments set forth in the Improvement Petition described in Section 14 will be 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, may be more or less than the respective estimated special assessments for the Authorized Improvements. In the event the final assessments exceed the estimated special assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those special assessments, any notice provided for in the Revised Code, and any rights of appeal provided for in those Chapters or otherwise. The final assessments shall be increased or decreased in the same proportion as the estimated cost of the Authorized Improvements bears to the final cost of those

improvements. The Petitioner further acknowledges and represents that the respective final special assessments may be levied at such time as determined by the Political Subdivision, regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

10. Obligation to Pay Special Assessments. The Petitioner further acknowledges that the final special assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance or resolution 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 Lake County to be placed on the tax list and duplicate and collected as other taxes are collected.

11. Waivers. The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, or constructed, the proceedings relating to the acquisition, installation, or construction of the Authorized Improvements shall occur, and the jurisdiction of the Political Subdivision is granted. The Petitioner further waives any and all irregularities, errors, and defects, procedural or otherwise, if any, in the levying of the special assessments or the undertaking of the Authorized Improvements. The Petitioner specifically waives any and all rights of appeal, including any right of appeal as provided in the Revised Code as well as all such similar rights under the Constitution of the State of Ohio, but only with regard to the Authorized Improvements and Special Assessments for the Authorized Improvements (as defined in Exhibit C). The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other related matters, but only with regard to the Authorized Improvements and Special Assessments for the Authorized Improvements. In no event shall the foregoing waivers be construed as a waiver by the Petitioner of its rights with regard to any other taxes, whether general taxes, special assessments, or otherwise.

12. Irrevocability. The Petitioner acknowledges and understands that the Political Subdivision and the District will be relying upon this Petition in taking actions and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, its successors and assigns, the Property, and any grantees, mortgagees, lessees, or transferees of the Property.

13. Knowledge of Waivers. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

14. Miscellaneous. The Petitioner acknowledges that a second petition by the Petitioner is required prior to the levying of assessments.

The Petitioner authorizes the District, Political Subdivision, or other program partners to make inquiries as necessary to verify the accuracy of the statements made in this Petition.

The Petitioner understands that this completed and signed Petition does not constitute a commitment on part of the District or the Political Subdivision to extend credit.

The Petitioner agrees to notify the District and the Political Subdivision immediately in writing if any of the information contained in this application becomes inaccurate or misleading in any respect.

If the Petitioner requests an inducement letter from the Political Subdivision, then the Petitioner agrees to defend, indemnify, and hold the Political Subdivision and the District and any and all of its officials and employees harmless against any and all loss, cost, expense, claims, or actions arising out of or connected with the execution of this Petitioner, the execution of an inducement letter, and the consummation of the transactions provided for in this Petition, in an inducement letter from the Political Subdivision, or otherwise agreed upon by the Petitioner and the Political Subdivision or District, as appropriate.

This Petition may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same Petition.

The Legislative Authority of the Political Subdivision is hereby respectfully requested to approve, by resolution, this Petition.

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IN WITNESS WHEREOF, the Petitioner has executed this petition as set forth below.

PETITIONER:

By: _____

Name: _____

Title: _____

Address for notices to Petitioner:

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property subject to this Petition is located at the commonly used address of:

And (insert parcel number(s)) identified in the land records of the _____ County as permanent parcel number(s): _____

EXHIBIT B

DISTRICT BOUNDARIES

The boundaries of the District consist of the parcels designated by Lake County Auditor parcel number as will be set forth in the Articles of Incorporation for the Corporation that will be filed with the Secretary of State in substantially the form as attached as Exhibit D hereto.

EXHIBIT C

**SHORELINE IMPROVEMENT PROJECT
DESCRIPTION**

The real property owned by the Petitioner and described in Exhibit A attached to the Petition is the location at which the shoreline improvement projects described below shall be constructed and installed, and shall exist (the "Project"). The legal description of the property is set forth on the Exhibit A attached to the Petition. The property will be subject to special assessments for shoreline improvement projects in accordance with Revised Code Chapter 1710.

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

PLEASE PROVIDE AS COMPLETE A DESCRIPTION OF THE IMPROVEMENTS AS POSSIBLE (INCLUDE LINEAL FOOTAGE, NATURE AND TYPE OF IMPROVEMENTS AS AVAILABLE) AND ESTIMATE OF COST IF KNOWN :

Estimate of Cost: \$_____

Attach any cost estimates, plans etc. as available.

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EXHIBIT D

**FORM OF ARTICLES OF INCORPORATION
OF THE
[]SHORELINE SPECIAL IMPROVEMENT DISTRICT, INC.**

**FIRST:
NAME**

Name of Corporation: The name of the Corporation shall, at any time and from time to time be the unique proper name of each participating political subdivision, as defined in Ohio Revised Code (“ORC”) Section 1710.02(E), of the special improvement district governed by the Board of Directors of the Corporation, separated by commas, and followed by the words “Shoreline Special Improvement District, Inc.” For demonstration purposes, as of the adoption of this Article First, the name of the Corporation shall be “[] Shoreline Special Improvement District, Inc.”

**SECOND:
PURPOSE**

The purpose for which the Corporation is formed shall be:

- (A) To govern the [] Shoreline Special Improvement District, Inc., a special improvement district (the “District”) created pursuant to Revised Code Chapter 1710 (the “Act”). The District’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District shoreline improvement projects. The District will be authorized to provide shoreline improvement projects pursuant to the Act that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to the Act that may be taken by a special improvement district organized for the purpose of developing and implementing plans for shoreline improvement projects. (“[]”) is a participating political subdivision that will be authorized to levy a special assessment on each property within the territorial boundaries of the District to pay for such improvements, based on the benefits conferred by those shoreline improvement projects. All other municipal corporations and townships which duly and validly add real property to the District shall be a participating political subdivision that will be authorized to levy a special assessment on each property within the territorial boundaries of such participating political subdivision within the District to pay for such improvements, based on the benefits conferred by those shoreline improvement projects.

- (B) To engage in any lawful act, activity or business not contrary to and for which a nonprofit corporation may be formed under the laws of the State of Ohio.

- (C) To have and exercise all powers, rights and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.
- (D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing shoreline improvement projects that abate the erosion of the territory's shoreline, benefit property within the District, and improve the environment.

**THIRD:
RESTRICTIONS**

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

**FOURTH:
MEMBERS**

The members of the Corporation (the "Members") shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors (the "Board") as described in the Code of Regulations.

**FIFTH:
BOARD OF
DIRECTORS**

The Corporation shall be controlled and managed under the direction of the Board. The Board shall at all times consist of at least five (5) individuals (individually a "Director").

- (A) The municipal executive, as defined in the Act, (provided that for each participating political subdivision that is a township, municipal executive shall refer to the chief administrative officer of the township, if any, or if no chief administrative officer exists, the board of township trustees) of each participating political subdivision of the District, or an employee of each participating political subdivision who is involved with its planning or economic development functions and who shall be appointed by and serve at the pleasure of such participating political subdivision's municipal executive each shall serve as a Director.
- (B) A person appointed by and serving at the pleasure of the legislative authority of each participating political subdivision of the District each

shall serve as a Director.

- (C) The remaining Directors shall be Members or executive representatives of Members elected, designated, or appointed by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under the Act.

SIXTH:
TERRITORY

The territory within the District shall be described generally as that portion of the participating political subdivisions consisting of property owned by each property owner within a participating political subdivision that has petitioned the participating political subdivision for the development of a shoreline improvement project, as that term is defined in the Act. The territory in the District may be noncontiguous if at least one shoreline improvement project is designated for each parcel of real property included in the District. Additional territory may be added to the District for the purpose of developing and implementing plans for shoreline improvement projects if at least one shoreline improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under the Act. The addition of such territory shall be authorized in the plan for the District.

The properties that are initially included in the District, are identified by parcel number an Schedule I attached hereto and incorporated by reference hereby:

SEVENTH:
CERTAIN
TRANSACTIONS

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action or other transaction shall be void or voidable for reason that any Director or officer or other agent of the Corporation is a party thereto, or otherwise has any direct or indirect interest in such contract, action or transaction or in any other party thereto, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or

Members are less than a quorum; or

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the member at the time the contract, action or transaction is authorized and the member authorizes the contract, action or transaction; or the contract, action or transaction (i) is not less favorable to the Corporation than an arm's length contract, action or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee thereof which authorizes the contract, action or transaction.

EIGHTH:
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

NINTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of the Act.

TENTH:
TRADE NAME

The District is hereby authorized to use the trade name "Lake County Communities Shoreline Special Improvement District," or any other such similar trade name as the Board of Directors may duly determine from time to time, and the Corporation is hereby authorized to use the trade name "Lake County Communities Shoreline Special Improvement District, Inc.," or any other such similar trade name as the Board of Directors may duly determine from time to time.

EXHIBIT E

LAKE COUNTY COMMUNITIES SHORELINE SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN

The Lake County Communities Shoreline Special Improvement District (the “District”) will administer a shoreline improvement project program (the “Program”). The Program will provide financing secured by special assessments on real property for shoreline improvement projects. Pursuant to Section 1710.02 of the Revised Code, the undersigned, as an initial owner of real property within the District and other initial property owners (each an “Owner” and, together, the “Owners”), each of whom submitted a Petition for Creation of Shoreline Special Improvement District (each a “Petition” and, together, the “Petitions”), authorize, consent to, and submit to each Political Subdivision identified in each Petition (each a “Political Subdivision” and together, the “Political Subdivisions”) for approval this plan for the Program (as the same may be amended and supplemented from time to time as provided herein, the “Plan”) to provide for the Program’s administration and to set forth the terms and conditions of participation in the Program.

The District is established pursuant to the shoreline special improvement district provisions of Chapter 1710 of the Revised Code (the “Act”). This Plan refers to the Act and any and all future amendments to the shoreline special improvement district of the Act. Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District’s Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program’s terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property (the “Assessment Schedule”), and the governing documents forming the District. The District’s governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivisions where the real property is located (collectively, the “Governing Documents”). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the “District Documents.” In addition to the District Documents, property owners may be required to agree to and execute an agreement or improvement petition to impose special assessments as a condition to receiving financing of shoreline improvement projects from the District.

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described herein. **By agreeing to and**

executing the District Documents, each property owner consents to the terms and conditions of all District Documents.

I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for shoreline improvement projects, as those terms are defined in the Act (the “Authorized Improvements”). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, and nonprofit corporation securities (collectively, the “Program Obligations”) may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due.

Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the board of directors of the District, or any of the directors, officers, agents, members, independent contractors, or employees of the District or board of directors that the Program is the best financing option available. Property owners are advised to conduct independent research to determine the best course of action.

II. The District’s Governance

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors (the “Board”) of an Ohio nonprofit corporation formed for the purpose of governing the District, all in accordance with the Act. Such nonprofit corporation shall be called at any time and from time to time the unique proper name of each participating political subdivision of the special improvement district governed by the Board, separated by commas, and followed by the words “Shoreline Special Improvement District, Inc.”

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to a sub-committee or to an agent, independent contractor, or employee of the District or the Board.

III. Program Eligibility, Approvals, Financing, and Procurement

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

- (A) Eligibility. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of the Revised Code Chapter and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including, specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner must file a supplement to this Plan (the "Supplemental Plan") with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Supplemental Plans shall include such other information as may be required by the Board. Supplemental Plans shall conform to the requirements of the Act and any requirements of the Board. No special assessments authorized, levied, assessed, or collected with respect to the Authorized Improvements described in this Plan or in any Supplemental Plan shall ever be used to pay the costs of any Authorized Improvements described in any other Plan or Supplemental Plan.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to utilize pre-approved contractors to complete the Authorized Improvements. The Board is further authorized to create criteria for the approval of contractors and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.

- (D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the participating political subdivision and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to a participating political subdivision due to its status as a participating political subdivision.

- (E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

IV. Program Services

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided

in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes.
- (C) Marketing. The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events.
- (D) Authorized Improvement Implementation. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Supplemental Plans by participating political subdivisions and the Board.
- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) Budgeting. The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received,

expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.

- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Annual Report. The Board is hereby authorized, by the first day of March of each year, to submit to each member of the District and to the municipal executive, chief fiscal officer, and legislative authority of each municipal corporation with territory within the boundaries of the District and to the board of township trustees of each township with territory within the boundaries of the District a report of the District's activities and financial condition for the previous year.
- (J) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

V. Fees

Program Costs. The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating the Corporation, hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, reviewing, facilitating the implementation of, and implementing Authorized Improvements or services under this Plan or any Supplemental Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan or any Supplemental Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any costs of litigation, including but not limited to court costs, attorneys' fees, and expert witness fees, incurred by the District in implementing this Plan or any Supplemental Plans;
- (D) Any damages resulting from implementing this Plan or any Supplemental Plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan or any Supplemental Plan;

- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved; and
- (G) The costs incurred in connection with the preparation, levy, and collection of the special assessments, including legal expenses incurred by reason of the improvement.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

VI. Statutory Requirements

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.
- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in this Plan and any Supplemental Plan. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or in any petition requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.
- (E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

VII. Changes in State and Federal Law

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of laws, regulations, rules, and guidelines including, but not limited to state and federal laws, the Internal Revenue Code, Governmental Accounting Standards Board pronouncements, and Financial Accounting Standards Board standards. If these laws, regulations, rules, and guidelines change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District, or any participating political subdivision, shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District or any participating political subdivision shall not be liable for any inability to finance Authorized Improvements as a result of any applicable laws, regulations, rules or guidelines or any changes in applicable laws, regulations, rules or guidelines which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

VIII. Releases and Indemnification

The District has been or will be created with the approval of each Political Subdivision as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, maintenance, removal, remediation, warranting, or other guaranteeing of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, maintenance, removal, remediation, warranting, or other guaranteeing of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

Each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program. Any political subdivision that owns real property included in the District agrees to release the District and the participating political subdivisions, including their directors, officers, members, agents, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.

IX. Changes in the Program Terms; Severability

Participation in the Program is subject to the District Documents' terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

X. Disclosure of Property Owner Information

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with any applicable law, (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. Property owners' names, contact information and shoreline erosion and project data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

Each owner of real property located within the District acknowledges that the District and any participating political subdivision is subject to Ohio public records laws. Each property owner that executes this Plan agrees, on behalf of itself as an owner, and any and all agents, employees, contractors, or other parties who submit plans, proposals, drawings, trade secrets, copyrighted material, or other work products related to proposed or authorized improvements, to the disclosure of certain information as stated in this Part, and will indemnify and hold harmless the District and any participating political subdivision from liability for compliance with said laws.

XI. Initial Authorized Improvements

The Owners have requested and consented to certain special assessments to be levied by the Political Subdivisions with respect to certain real property owned by each Owner (the "Property"), which Property is described more specifically in Attachment A. A schedule of special assessments to be levied on the Property to pay the costs of the Authorized Improvements shall be prepared by each Owner and approved by the relevant Political Subdivision as a Supplemental Plan.

PLAN—ATTACHMENT A

DESCRIPTION OF PROPERTY

The real property subject to this Plan, and owned by each Petitioner is set forth on Exhibit A for each Petition.