

**GREENTREE APARTMENT COMPLEX SEWER EXTENSION PROJECT
PETITION TO THE COUNCIL OF THE COUNTY OF SUMMIT:**

JEAN A. HOBBS, as TRUSTEE OF THE JEAN A. HOBBS REVOCABLE LIVING TRUST ("Petitioner"), for and on behalf of said Trust and its beneficiaries, and also on behalf of all successors, assigns, heirs, administrators and all subsequent owners of the real property described in paragraph 1 below, agree to, acknowledge and understand the following:

1. That the Petitioner owns certain real property in the City of Green, in the County of Summit, known as Permanent Parcel Nos. 2810866, 2810867, and 2810868 in the records of the County of Summit Fiscal Office, and with the street address of 4866, 4888 and 4900 Massillon Road, (collectively the "Parcels"). The Parcels are located within the Summit County Metropolitan Sewer District heretofore established by Resolution No. 743-70, adopted July 14, 1970.

2. That Petitioner has heretofore requested and hereby reiterates her request that the County of Summit acquire, maintain, and operate sanitary sewer lines and necessary appurtenances thereto in the Greentree Apartment Complex Sewer Extension Project, and further described in detail in Exhibit A attached hereto (the "Improvement").

3. That Petitioner represents, acknowledges and agrees that the Improvement is to be owned by the County of Summit ("County"), that the Improvement is to be constructed and/or acquired by the County, and that construction and acquisition of the Improvement is necessary to provide sanitary sewer service to the Parcels described in Paragraph 1 hereof.

4. That Petitioner represents, acknowledges and agrees that the Parcels will be benefitted by and constitutes the only land to be assessed by the County for the Improvement and hereby acknowledge, consent and agree that the entire cost (an amount equal to its proportionate share of the cost) of constructing and/or acquiring the Improvement, together with the necessary appurtenances thereto, as determined by the County's Director of Environmental Services, be assessed against the Parcels only.

5. That Petitioner, with respect to the Improvement, waives the notice and publication of all resolutions and legal notices provided for in Sections 6117.01 to 6117.99 of the Ohio Revised Code, and without limitation of the foregoing, specifically waives the notice required by Ohio Revised Code Section 6117.06 and the publication of the resolution of necessity and hearing provided for in that section.

6. That Petitioner acknowledges that she has examined the estimated cost of constructing and/or acquiring this Improvement in the amount of \$109,704.28, and **the tentative assessment in the amount of \$109,704.28, which shall be levied only on the Parcels.** The Petitioner has no objection to the tentative assessment or the estimated cost of the Improvement, or that the final assessment may be more or less than the aforesaid estimated cost. In the event the final assessment exceeds the aforesaid tentative assessment, Petitioners, without limitation of the other waivers contained herein, also waives the notice provided for in Ohio Revised Code Section 6117.32, and right of appeal provided for in said section. The Petitioner also

acknowledges that she has examined the plans and specifications for the Improvement, and have no objections whatever to said plans and specifications, including but not limited to the necessity, scope and cost of said Improvement.

7. That Petitioner acknowledges and understands that the final assessment for the cost of the Improvement, serving the Parcels described in Paragraph 1 hereof will be payable in cash within thirty (30) days from the date of passage of the resolution levying the final assessment. If such assessment is not paid in full, the balance will be certified to the Fiscal Officer of the County of Summit, to be placed on the tax list and duplicate of the Parcel and collected as other taxes are collected in 40 semiannual installments (20 years), together with interest at the same rate as charged to the County in anticipation of the collection of the assessments for the Improvement, as provided by law.

8. That Petitioner acknowledges, understands and agrees that the final assessment shall be levied against the Parcels described in paragraph 1 above **only**, apportioning the costs according to anticipated flow from each Parcel. The final assessment shall not be levied against any other adjacent or nearby property, whether benefitted or not from the Improvement.

9. That Petitioner acknowledges, understands and agrees that the Parcel will be subject to a sewer tap-in fee, permit fee, and user charges for all sewage transported through the Improvement, except as otherwise agreed to in writing by the County.

10. That Petitioner acknowledges, understands and agrees that all terms contained in this Petition shall follow the Parcels, and all subsequent owners and assigns of the Parcels or any portion or subdivision thereof, shall be bound by the terms contained in this Petition.

11. That Petitioner acknowledges that she was directly involved in the design and construction of the Improvement to serve the Parcels with sanitary sewer service, and thereby to benefit the Parcels.

12. That Petitioner, in consideration of the granting of this Petition by the County, hereby waives any and all questions as to the constitutionality of the laws under which said Improvement will have been acquired, the jurisdiction of the Council acting thereunder, the amount of the assessment, all irregularities, errors and defects, if any, in the levying of the assessment, the portioning the assessment, and specifically waives the right of appeal to the Probate Court as provided in Ohio Revised Code Section 6117.09.

(Signatures and Acknowledgments are on the following page)

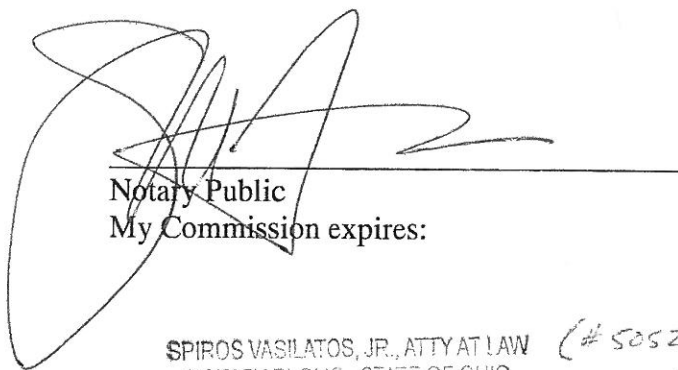
IN WITNESS WHEREOF, the Petitioners have signed this Petition to the Council of the County of Summit on this 11 day of MARCH, 2014.

PETITIONER:

Jean A. Hobbs, Trustee
JEAN A. HOBBS, TRUSTEE
JEAN A. HOBBS REVOCABLE
LIVING TRUST

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing Petition to the Council of The County of Summit was acknowledged before me this 11 day of MARCH, 2014 by JEAN A. HOBBS as her free act and deed as Trustee of the JEAN A. HOBBS REVOCABLE LIVING TRUST, and that she has the authority to agree to all the terms as set forth in the above Petition in accordance with said Trust.



Notary Public
My Commission expires:

SPIROS VASILATOS, JR., ATTY AT LAW
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date
Section 147.03 R.C.

(#5052)