

# PAVAN PARIKH HAMILTON COUNTY CLERK OF COURTS

# **COMMON PLEAS DIVISION**

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August 22, 2023 02:01 PM

PAVAN PARIKH

Clerk of Courts

Hamilton County, Ohio

CONFIRMATION 1360640

HAMILTON COUNTY LAND
REUTILIZATION
CORPORATION
vs.
SOLAR ADVANTAGE

A 2303560

FILING TYPE: INITIAL FILING (FORECLOSURE-IN COUNTY)
PAGES FILED: 31

EFR200

# COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

**HAMILTON COUNTY LAND** : CASE NO.

REUTILIZATION CORPORATION

3 E. Fourth St. Suite 300 : Judge

Cincinnati, OH 45202 :

Plaintiff, : In accordance with Civil Rule 4.6(c) or

(d) and 4.6(e), an ordinary mail waiver is

v. : requested

SOLAR ADVANTAGE, LLC

1336 Hillside Road
Northbrook, H. 60062

COMPLAINT FOR LIEN

Northbrook, IL 60062

FORECLOSURE (IN REM)

Serve also:

Erik K. Lee, agent for :

Solar Advantage, LLC : Parcel Nos: 201-0038-0067-00 414 N. Jackson St. : 192-0069-0010-00

Waukegan, IL 60086-3702

.

Defendant. :

Now comes Plaintiff Hamilton County Land Reutilization Corporation ("HCLRC"), for its Complaint, stating as follows:

- 1. HCLRC is a nonprofit land reutilization program defined by R.C. Chapter 5722, and duly organized under R.C. Chapters 1702 and 1724, whose mission and goals include abating nuisances and improving property conditions in Hamilton County, Ohio.
- 2. Solar Advantage, LLC ("Solar Advantage"), is a Texas-registered limited liability company and is the titled owner of the real property commonly known as and located at **3076 Beekman St.** (Parcel No. 201-0038-0067-00), and **3140 Beekman St.** (also known as 3082

  Beekman St.) (Parcel Nos. 192-0069-0010-00 & 201-0042-0001, 6, 7, 9, and 25 cons) (the "Property"), which are each more particularly described and shown on Exhibits A-1 and A-2, respectively.

- 3. The City of Cincinnati (the "City") recovered a judgment against Solar Advantage on August 9, 2022, in the amount of \$20,469.45, plus costs and interest, in the case captioned *City of Cincinnati v. Solar Advantage, LLC* (Case No. A2103813) in the Hamilton County Common Pleas Court (the "Judgment") for unpaid water bills.
- 4. The Judgment became a lien on Solar Advantage's Property with the City's filing of Certificate of Judgment No. CJ22032760 (the "Judgment Lien") with the Hamilton County Clerk of Courts, and true and accurate copy of which is attached as Exhibit B.
- 5. The City assigned that Judgment and Judgment Lien to the HCLRC, by court entry attached as Exhibit C, such that HCLRC now is the holder of and has full enforcement rights in the Judgment and Judgment Lien.
- 6. Further, the City declared a portion of the Property (shown on Exhibit A-2) to be a public nuisance and ordered the structures thereon to be demolished pursuant to the City's administrative enforcement Case No. B200905795. A true and accurate copy of the City's Notice of Nuisance Declaration (the "Notice") is attached as Exhibit D.
- 7. By Agency Agreement dated August 10, 2022 (the "Agreement"), the City engaged HCLRC, pursuant to R.C. 715.216(E), to act as the City's agent for the purpose of abating the declared public nuisance at the Property.
- 8. HCLRC memorialized the Agreement and certain abatement costs in an Affidavit of Facts Relating to Title, duly recorded with the Hamilton County Recorder's Office in O.R. Book 14952, page 1741 (the "First Affidavit"). A true and accurate copy of the First Affidavit (with a copy of the Agreement attached) is attached as Exhibit E.
- 9. HCLRC updated its costs expended on the abatement of the Property's nuisance in a second Affidavit of Facts Relating to Title, duly recorded with the Hamilton County

Recorder's Office in O.R. Book 14975, page 529 (the "Second Affidavit"). A true and accurate copy of the Second Affidavit is attached as Exhibit F.

- 10. To date, HCLRC has incurred \$1,150,000 acting as the City's agent under the Agreement to demolish the structures at the Property, as ordered in the Notice.
- 11. Pursuant to R.C. 715.261(B)(3), HCLRC's nuisance abatement costs of \$1,150,000, as detailed and updated in the Second Affidavit, are now a lien in favor of HCRLC (the "Abatement Lien") against that portion of the Property described and shown on Exhibit A-2.

#### Count 1 – Foreclosure of Judgment Lien

- 12. HCLRC incorporates each allegation in paragraphs 1 through 10 as if fully realleged and restated.
- 13. By virtue of having been assigned the Judgment Lien, HCLRC is the holder of a valid lien on the Property described and shown on Exhibits A-1 and A-2.
- 14. The Judgment Lien constitutes the first and best valid and subsisting lien against the Property, owned by Solar Advantage.
- 15. HCLRC is entitled to have the Judgment Lien foreclosed, the equities of redemption forever cut off and barred, the Property sold according to law.

#### **Count 2 – Foreclosure of Abatement Lien**

- 16. HCLRC incorporates each allegation in paragraphs 1 through 15 as if fully realleged and restated.
- 17. By virtue of recording its First Affidavit and Second Affidavit pursuant to R.C. 715.261(B)(3), HCLRC (as the agent of the City under R.C. 715.261(E)) is the holder of the Abatement Lien, which is a valid lien on that portion of the Property described and shown on Exhibit A-2.

18. The Abatement Lien constitutes a valid and subsisting lien, subordinate only to the Judgment Lien, against that portion of the Property described and shown on Exhibit A-2.

19. HCLRC is entitled to have the Abatement Lien foreclosed, the equities of redemption forever cut off and barred, and that portion of the Property described and shown on Exhibit A-2 sold according to law. In the alternative, in the event that portion of the Property described and shown on Exhibit A-2 is not redeemed or sold for want of bidders, HCLRC elects to acquire the same pursuant to R.C. 715.261(B)(3).

WHEREFORE, HCLRC demands judgment as follows: that all defendants be required to set forth their claims on the Property or be forever barred from asserting the same, that all liens on the Property be marshaled and that the Property be sold by the sheriff according to law or transferred to HCLRC in satisfaction of the liens; for its costs herein; and for any other legal and equitable remedy as determined by the Court.

Respectfully submitted,

/s/ Amy L. Higgins

Amy L. Higgins (0080784) 3 E. Fourth St. Suite 300 Cincinnati, OH 45202

Tel: (513) 632-3755 / Fax: (513) 548-3300

ahiggins@cincinnatiport.org

Trial Counsel for the Hamilton County Land

Reutilization Corporation

#### **INSTRUCTIONS FOR SERVICE**

**TO THE CLERK:** Please issue Summons, and serve Summons and a copy of this Complaint upon each Defendant, according to the Ohio Rules of Civil Procedure and applicable law.

, ,	, -	**	
/s/	Amv L.	Higgins	

4

# Exhibit A-1

3076 Beekman St.

Parcel No. 201-0038-0067

Situated in Section 26, Town 3, Fractional Range 2, M.R, City of Cincinnati, Millcreek Township, Hamilton County, Ohio, and being more particularly described as follows:

Being all of Lots 10 and 11 of Melbourns Subdivision as the same is recorded in Plat Book 11, page 49 of the Hamilton County Recorder's Office.

Subject however to all covenants, conditions, restrictions and reservations and easements contained in any instrument of record to the above described tract of land.



# Exhibit A-2

**3140 Beekman St.** (also known as 3082 Beekman St.) Parcel Nos. 192-0069-0010 and 201-0042-0001, 6, 7, 9, and 25 cons.

Situated in Section 26 and 27, Town 3, Fractional Range 2, M.P., City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point 777.00 feet south of the north line of said Section 26, measured on a line at right angles to said north line and 269.21 feet east of the east line Beekman Street, measured on a line parallel with the north line of said Section 26;

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thence S 15°29'20" E for 67.46 feet;
thence S 43°24'00" E for 122.17 feet;
thence N 71°39'00" E for 67.37 feet;
thence S 26°40'16" E for 85.87 feet;
thence S 13°06'27" E for 123.85 feet:
thence S 2°18'30" W for 119.04 feet;
thence S 19°45'00" E for 367.64 feet:
thence N 88°12'00" W for 124.73 feet;
thence N 19°45'41" W for 455.54 feet;
thence N 19°21'41" W for 238.25 feet;
thence N 17°10'41" W for 145.56 feet:
thence N 11°50'13" E for 8.48 feet;
thence N 15°35'35" W for 99.23 feet;
thence N 14°14'35" W for 99.32 feet;
thence N 12°41'04" W for 99.21 feet;
thence N 11°02'02" W for 99.21 feet;
thence N 9°29'03" W for 99.24 feet;
thence N 7°55'23" W for 99.26 feet;
thence N 6°24'50" W for 99.40 feet;
thence N 5°31'41" W for 92.65 feet to the north line of Section 26;
thence with said north line S 88°12'00" E for 7.04 feet;
thence leaving said line, N 5°18'00" W for 7.51 feet;
thence N 3°42'23" W for 99.05 feet;
thence N 2°08'25" W for 98.98 feet;
thence N 0°24'53" W for 98.91 feet;
thence N 1°19'37" E for 98.90 feet;
thence N 3°04'20" E for 98.99 feet;
thence N 4°35'08" E for 99.15 feet;
thence N 5°57'07" E for 99.21 feet;
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thence N 7°24'35" E for 11.75 feet; thence N 79°36'06" E for 49.72 feet; thence S 6°30'26" W for 236.49 feet; thence S 0°35'59" E for 486.40 feet; thence S 7°41'36" E for 449.70 feet; thence S 8°21'30" E for 19.55 feet; thence S 11°51'00" E for 50.00 feet; thence S 12°44'30" E for 50.00 feet; thence S 13°32'30" E for 50.00 feet; thence S 14°32'00" E for 50.00 feet; thence S 15°14'00" E for 50.00 feet;

thence S 13°06'00" E for 75.54 feet to the place of beginning and containing 4.0266 acres more or less.



7

## **Exhibit B**

# C O U R T O F C O M M O N P L E A S Hamilton County, Ohio

#### CERTIFICATE OF JUDGMENT FOR LIEN UPON LANDS AND TENEMENTS Revised Code Section 2329.02

I, PAVAN PARIKH, Clerk of the Court of Common Pleas of Hamilton County, Ohio, do hereby certify that on August 9th, 2022, a judgment or decree was rendered by the Court in favor of CITY OF CINCINNATI, judgment creditor(s), against judgment debtor(s) SOLAR ADVANTAGE LLC, in the Amount of 20 THOUSAND 4 HUNDRED 69 DOLLARS & 45/100 (\$20,469.45) with interest at the rate of 3.00% per centum per annum from the 9th day of August, 2022 and Zero DOLLARS & 00/100 (\$0.00) costs, in a certain action then pending in said Court, Case Number A 2103813 on the docket thereof entitled CITY OF CINCINNATI A MUNICIPAL CORP Plaintiff(s) - vs - SOLAR ADVANTAGE LLC, Defendant(s), which judgment or decree is entered on case number CJ22032760 in said Court.

CMSR5139

E-FILED 08/22/2023 2:01 PM / CONFIRMATION 1360640 / A 2303560 / MAGISTRATE BERIDON / COMMON PLEAS DIVISION / I

# **Exhibit C**

### IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

CITY OF CINCINNATI,

Case No. A2103813

Plaintiff,

, minimi

JUDGE CHRISTIAN A. JENKINS

-VS-

:

SOLAR ADVANTAGE LLC

ASSIGNMENT OF JUDGMENT

Defendants.

The CITY OF CINCINNATI ("Assignor"), current holder and owner of the Judgment entered in these proceedings on August 9, 2022, does hereby assign, transfer and set over unto the HAMILTON COUNTY LAND REUTILIZATION CORPORATION ("Assignee") all its right, title and interest in and to the Judgment and Certified Judgment herein. Judgment was entered on August 9, 2022 and certified on October 7, 2022, recorded as CJ22032760.

The amount due under the money judgment is \$20,469.45, plus interest at the statutory rate, along with any legal costs expended by Assignor and/or Assignee.

This Assignment of Judgment is made without warranty and without recourse.

Respectfully submitted,

CLERK OF COUKLS
AMILTON COUNTY, OH
COMMON PLEAS

3 JAN 19 1 P 2: 42

D137191634

EMILY SMART WOERNER (0089349) CITY SOLICITOR

Anne M. Smith (0042139)

Chief Counsel, Collections Division

801 Plum Street, Room 214

Cincinnati, Ohio 45202

Phone: (513) 352-4543

Fax: (513) 352-1515

Email: anne.smith@cincinnati-oh.gov

Counsel for City of Cincinnati

{00372789-2}

LA.

# CERTIFICATE OF SERVICE

A true copy of the foregoing was sent to the following this 19<sup>th</sup> day of January, 2023, by ordinary mail:

Solar Advantage LLC 414 North Jackson St. Waukegan, IL 60085

Amy Higgins, Esq. Hamilton Co. Land Reutilization Corporation 3 East Fourth Street, Suite 300 Cincinnati, OH 45202

Anne M. Smith (0042139)

{00372789-2}

# **Exhibit D**

# City of Cincinnati

Department of Buildings & Inspections
Division of Property Maintenance Code Enforcement



Two Centennial Plaza - 805 Central Avenue, Suite 500 - Cincinnati, Ohio 45202 - P (513) 352-3275 - F (513) 564-1708

February 28, 2019

SOLAR ADVANTAGE LLC 1336 HILLSIDE ROAD NORTHBROOK IL 60062

NOTICE OF NUISANCE DECLARATION -CASE NUMBER: B200905795

REGARDING THE PREMISES AT **3082 BEEKMAN ST**, HAMILTON COUNTY AUDITOR'S BOOK, PAGE, AND PARCEL - **020100420007**.

To: SOLAR ADVANTAGE LLC

It has come to our attention that you have taken control of the subject building. This is to notify you that as a result of a public hearing conducted on January 29, 2010, the referenced building was declared a public nuisance. The attached declaration subjects the building to repair or demolition by governmental action. The owner or person in control of the building will be liable for the total costs of any work to abate nuisance conditions. Any costs will be referred to the City Solicitor for collection. As the person in control who is on notice of existing building code violations, you are in violation of the relevant sections of the Cincinnati Municipal Code requiring prompt action. Penalties may include civil action and/or criminal prosecution. Please contact me at 513-352-3412, within 10 days to acknowledge receipt of this notice and provide your plan to bring the building into compliance.

The building has been continuously condemned since March 30, 2009. Notice of the hearing mentioned above was mailed both certified and ordinary US Mail to all known parties of interest in the building on January 15, 2010. A copy of the hearing notice was posted on the building on January 15, 2010. The hearing notice was published in the City Bulletin on January 26, 2010, and again on January 19, 2010. The hearing was conducted on January 29, 2010, at which testimony was presented by various City agencies, interested parties, and neighbors willing to testify as to whether the building constitutes a public nuisance. As a result of the hearing a decision to raze the building was sent to owners and interested parties by certified and ordinary mail on February 05, 2010 (Copy attached). All applicable provisions of Section 1101-57 of the Cincinnati Municipal Code preparatory to demolition were exhausted.

Sean Minihan, CBO, Assistant Supervisor of Inspections
Department of Buildings and Inspections

Certified Mail

7018 1830 0001 8006 5866

Attachment: Decision Letter

CODE6955

d Canhingham, CBO, OBBS Cert#310

Epartment of Buildings and Inspections

# City of Cincinnati

Department of Community Development



Milton R. Dohoney Jr. City Manager

Michael L. Cervay Director

Edward P. Cunningham Division Manager

One Centennial Plaza 705 Central Avenue Fourth Floor Cincinnati OH 45202 Phone (513) 352-3275 Fax (513) 564 -1708

Division of Property Maintenance Code Enforcement

February 05, 2010

NATL DEMOLITION SERVICES LLC 8406 ST RT 13 CRESTLINE OH 44827

CASE NUMBER: B200905795

## **DECISION - PUBLIC HEARING**

REGARDING THE BUILDING AND PREMISES LOCATED AT 3082 BEEKMAN ST - GJ1182935334 , BEING FURTHER IDENTIFIED AS HAMILTON COUNTY AUDITOR'S BOOK, PAGE, AND PARCEL - 020100420007.

To: NATL DEMOLITION SERVICES LLC

This is to notify you that as a result of the public hearing conducted on January 29, 2010, the Director of Buildings and Inspections has made the following findings of fact and conclusions of law:

#### FINDINGS OF FACT:

- 1.) A search of all parties of interest was conducted on or about January 11, 2010, and notices of the Hearing were mailed to all known parties of interest by Certified Mail on January 15, 2010, in conformance with Section 1101-57.2(2) of the Cincinnati Building Code (CBC).
- 2.) Copies of the Hearing Notice were sent to interested parties in conformance with Section 1101-57.2(3) CBC.
- 3.) A copy of the Hearing Notice was posted on the building on January 15, 2010 in conformance with Section
- 4.) A notice of the Hearing was published in the City Bulletin on January 26, 2010, and January 19, 2010, in conformance with Section 1101-57.2(5) of the Cincinnati Building Code (CBC).
- 5.) On or about January 29, 2010, I personally inspected the site.
- 6.) Prior to receiving testimony, witnesses wishing to present testimony were sworn in.
- 7.) The building Inspector presented testimony that the building was found to be dangerous and unsafe as defined in Section 1101-63 CBC; that this order was issued in conformance with Section1101-61.2, and that this order was served on the owner in conformance with Section 1101-61.2 CBC and that the owner has failed to bring the building into conformance with the applicable provisions of the code, and failed to take down and remove the building.



#### **Decision of Public Nuisance Hearing**

Page 2 of 3

- **8.)** The Police Department of Cincinnati entered into the record a report that stated the premises were investigated for indications of vagrants, vandalism, and illegal activity, and the investigator found there is evidence of vagrants and vandalism, and the premises is considered a moral and safety hazard.
- **9.)** The Fire Department of Cincinnati entered into the record a report stating that the premises were investigated for use and maintenance and degree of fire hazard and the investigator observed there are partially demolished silos, and that the premises constitutes a high fire hazard.
- **10.)** A Certified Property Manager surveyed the property and submitted a report that states the condition of the premises a factor seriously depreciating property values in the neighborhood.
- 11.) no one else, from the community, testified regarding demolition of the building by the City of Cincinnati.
- 12.) The owner NATIONAL DEMOLITION SERVICES LLC, did not appear at the hearing. No one else appeared on behalf of the owner to present testimony.

B200905795

# **Decision of Public Nuisance Hearing**

Page 3 of 3

## CONCLUSIONS

## 1: DECISION- A PUBLIC NUISANCE

Based on the evidence received at the hearing and my personal observations, strucural damage caused by aborted demoliton has further weakened the structure leaving them subject to failure or collapse. The building in its current conditions does not meet the minimum standards for Vacant Building Maintenance license compliance as set forth in 1101-79.4 of the Cincinnati Municipal Code. For these and other reasons the building presents a fire and safety hazard to the community and therefore needs to be demolished.

- 1.) The subject building is subject to demolition by the director of buildings and inspections because the building has been deemed to be dangerous and unsafe as defined in 1101-63.1 CBC and the director has exhausted the provisions of 1101-61.1 CBC, and the building has not been brought into compliance with the CBC or taken down and removed.
- 2.) The City has exhausted reasonable efforts to cause the building to be brought into compliance with the CBC and the subject building is a public nuisance under the standards of 1101-63.1 CBC.
- 3.) The building, because of it's age, obsolescence, dilapidation, deterioration, and lack of maintenance and repair, constitutes, a fire hazard, a serious health hazard, a substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and a factor seriously depreciating property values in the neighborhood.

Therefore, the subject building will be demolished and it's premises restored to a safe condition, free from the subject public nuisance and the owner billed for the costs involved.

Further, the owner's failure to maintain the building secure may result in additional costs for barricading the subject building by the City before demolition.

The owner, agent, interested party or person in control of the property may have certain appeal rights under the Ohio Revised Code. This decision cannot be appealed to the Cincinnati Board of Building Appeals. You may wish to consult an attorney regarding appeal rights.

Very truly yours.

Sean Minihan, Assistant Supervisor of Inspections

Property Maintenance Code Enforcement

For:

Amit Ghosh, CBO

Division of Buildings and Inspections

Certified Mail- 70092820000379539668

# **Exhibit E**

12

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0046778 Type: NCAF
Filed: 07/07/23 03:20:18 PM \$0.00
Off.Rec.: 14952 01741 F L31 12



334

Property: 3140 Beekman St. Auditor's Parcel No: 192-0069-0010-00

#### AFFIDAVIT OF FACTS RELATING TO TITLE

(memorializing the Agency Agreement between the City of Cincinnati and the Hamilton County Land Reutilization Corporation to invest in abating the nuisance on the Property pursuant to R.C. 715261(E).)

State of Ohio	)
	) ss:
<b>County of Hamilton</b>	)

The undersigned affiant, Amy L. Higgins, as senior real estate counsel for the Port of Greater Cincinnati Development Authority, the management company of the Hamilton County Land Reutilization Corporation ("HCLRC"), and on behalf of HCLRC, being first duly cautioned and sworn, deposes and says that:

- 1. By Agency Agreement dated August 10, 2022 (the "Agreement"), the City of Cincinnati (the "City") engaged HCLRC, pursuant to R.C. 715.261(E), to act as the City's agent for the purpose of abating the declared public nuisance at the property located at and commonly known as 3140 Beekman St. (Auditor's Parcel No. 192-0069-0010-00), more particularly described on Exhibit A hereto (the "Property").
  - 2. A true and accurate copy of the Agreement is attached hereto as Exhibit B.
- 3. HCLRC executes this Affidavit for the purpose of memorializing the existence of the Agreement and providing notice that (a) dispositions of the Property may be subject to the lien of the City and/or HCLRC and (b) the City and HCLRC may be entitled to proceeds of a disposition in certain circumstances in accordance with the Agreement and applicable law.
- 4. HCLRC additionally executes this Affidavit for the purpose of memorializing putting all on notice that HCLRC has, as of July 6, 2023, incurred costs of \$630,000 to abate the declared public nuisance at the Property. Pursuant to R.C. 715.261(B)(3) these costs incurred with respect to the Property are a lien against the Property in favor of HCLRC.

FURTHER AFFIANT SAYETH NAUGHT.

Amy L. Higgins, as senior real estate counsel for the Port of Greater Cincinnati Development Authority, management company of the Hamilton County Land Reutilization Corporation

Sworn to or affirmed and subscribed before me this 6th day of July 2023, by Amy L. Higgins, senior real estate counsel for the Port of Greater Cincinnati Development Authority, management company of the Hamilton County Land Reutilization Corporation, a nonprofit county land reutilization corporation organized and existing under R.C. Chapters 1702 and 1724. (This is a jurat clause. An Oath or Affirmation was given to the signer of this notarial act.)

Notary Public

This instrument was prepared by:

Amy L. Higgins / Port of Greater Cincinnati Development A

3 E. Fourth St., Suite 300 / Cincinnati, OH 45202

TIFFANY LAIRD

NOTARY PUBLIC STATE OF OHIO

My Commission Expires March 20, 2024

#### EXHIBIT A

to

## Affidavit of Facts Relating to Title

#### Legal Description

Property Address: 3140 Beekman Street, Cincinnati, Ohio 45223

Auditor's Parcel No.: 192-0069-0010-00

Situated in Section 26 and 27, Town 3, Fractional Range 2, M.P, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point 777.00 feet south of the north line of said Section 26, measured on a line at right angles to said north line and 269.21 feet east of the east line Beekman Street, measured on a line parallel with the north line of said Section 26;

thence S 15° 29' 20" E for 67.46 feet;

thence S 43° 24' 00" E for 122.17 feet;

thence N 71° 39' 00" E for 67.37 feet:

thance S 26° 40' 16" E for 85.87 feet:

thence S 13° 06' 27" E for 123.85 feet:

thence \$ 2° 18' 30" W for 119.04 feet;

thence S 19° 45' 00" E for 367.64 feet:

thence N 88° 12'00" W for 124.73 feet;

thence N 19° 45' 41" W for 455.54 feet;

thence N 19° 21' 41" W for 238.25 feet;

thence N 17° 10' 41" W for 145,56 feet:

thence N 11° 50' 13" E for 8.48 feet:

thence N 15° 35' 35" W for 99.23 feet;

thence N 14° 14' 35" W for 99.23 feet;

thence N 12° 41' 04" W for 99.21 feet;

thence N 11° 02' 02" W for 99.21 feet:

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thence N 9° 29' 03" W for 99.24 feet;
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thence N 7° 55' 23" W for 99.26 feet;

thence N 6° 24' 50" W for 99.40 feet:

thence N 5° 31'41" W for 92.65 feet to the north line of Section 26;

thence with said north line S 88° 12' 00" E for 7.04 feet;

thence leaving said line, N 5° 18' 00° W for 7.51 feet;

thence N 3° 42' 23" W for 99.05 feet:

thence N 2° 08' 25" W for 98.98 feet;

thence N 0° 24' 53" W for 98.91 feet;

thence N 1° 19' 37" E for 98.90 feet;

thence N 3° 04' 20" E for 98.99 feet:

thence N 4° 35' 08" E for 99.15 feet;

thence N 5° 57' 07" E for 99.21 feet,

thence N 7° 24' 35" E for 11.75 feet;

thence N 79° 36' 06" E for 49.72 feet;

thence S 6° 30' 26" W for 236,49 feet:

thence S 0° 35' 59" E for 486.40 feet;

thence S 7° 41' 36" E for 449.70 feet;

thence S 8° 21' 30" E for 19.55 feet;

thence \$ 11° 51' 00" E for 50.00 feet;

thence S 12° 44' 30" E for 50.00 feet:

thence S 13° 32' 30" E for 50.00 feet:

thence S 14° 32' 00" E for 50.00 feet;

thence S 15° 14' 00" E for 50.00 feet;

thence S 13° 06' 00" E for 75.54 feet to the place of beginning and containing 4.0266 acres more or less.

A portion of the above described real estate is the remainder of Registered Land Certificate No.112083. That portion of real estate being more particularly described as follows:

Commencing at a point 777.00 feet south of the north line of said Section 26, measured on a line at right angles of said north line and 269.21 feet east of the east line of Beekman Street, measured on a line parallel with the north line of said Section 26:

thence S 15° 29' 20° E for 67.46 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence N 71° 39' 00" E for 67.37 feet;

thence \$ 26° 40' 16" E for 85.87 feet;

thence S 13° 06' 27" E for 123.85 feet;

thence S 2° 18' 30° W for 119.04 feet;

thence N 19° 49' 45" W for 138.46 feet:

thence N 26° 38' 00" W for 118.66 feet;

thence N 39° 24' 00" E for 34.24 feet;

thence N 49° 37' 30° W for 29.27 feet;

thence N 32° 41' 30" W for 121.37 feet to the place of beginning and containing 0.399 acres more or less.

Exhibit B to Affished

Exhibit B to Affished

Exhibit B to Affished

MUNICIPAL AGENCY AGREEMENT

Nuisance Abatement - ORC §715.261

THIS MUNICIPAL AGENCY AGREEMENT (this "Agreement") is entered into as of the Effective Date (hereinafter defined), by and between the **City of Cincinnati, Ohio**, a municipal corporation existing and operating pursuant to the laws of the State of Ohio, with a business address of 801 Plum St., Cincinnati, OH 45202 (the "Municipality"), and the **Hamilton County Land Reutilization Corporation**, a corporation organized under Ohio Revised Code Chapter 1724, with a business address of 3 East Fourth Street, Suite 300, Cincinnati, Ohio 45202 (the "HCLRC").

WHEREAS, Ohio Revised Code Section 715.261(E) permits a municipal corporation to enter into an agreement with a county land reutilization corporation organized under Chapter 1724 of the Revised Code, wherein the county land reutilization corporation agrees to act as the agent of the municipal corporation in connection with removing, repairing, securing insecure, or demolishing unsafe, structurally defective, abandoned, deserted, or open and vacant buildings or other structures, making emergency corrections of hazardous conditions, or abating any nuisance, including high weeds, overgrown brush, and trash and debris from vacant lots;

WHEREAS, the Municipality and the HCLRC are desirous of entering into this Agreement whereby the HCLRC will act as the agent of the Municipality, upon written request by the Municipality and written acceptance by the HCLRC, for the purposes described in Ohio Revised Code Section 715.261(E), as may be amended from time to time.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations contained herein, the Municipality and the HCLRC hereby agree as follows:

- 1. Term. The term of this Agreement shall be indefinite and may be terminated by either party hereto upon thirty (30) days written notice to the other party. Such termination shall have no effect on work already undertaken as part of this Agreement.
- 2. Agency Relationship. The HCLRC agrees to act as the agent of the Municipality for the scope of work to be performed as set forth in <u>Exhibit A</u> of this agreement, for one or more of the purposes described in Ohio Revised Code Section 715.261(E), as may be amended from time to time.
- 3. Written Notice to Proceed by Municipality. Upon receipt of the HCLRC's acceptance of the nuisance abatement request, the Municipality shall thereafter deliver to the HCLRC a signed Notice to Proceed. This Notice to Proceed shall contain a certification by the Municipality that the Municipality has provided all notices required by and is in compliance with Ohio Revised Code Section 715.26(B) and, as a result, the stabilization of the property is an appropriate use of the Municipality's police powers.
- 4. Collection of Costs Incurred. In the event that the HCLRC agrees to act as the Municipality's agent in connection with any purpose described in Ohio Revised Code Section 715.261(E), the Municipality agrees that the total cost of such action(s) may be collected by the

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HCLRC pursuant to Ohio Revised Code Section 715.261(B). The Municipality further agrees to make no claim to any amount collected by the HCLRC in accordance with any expenditure by the HCLRC in accordance with this Agreement.

- 5. Assignment. This Agreement may not be assigned by either party without the express written consent of the non-assigning party.
- 6. **Default/Remedies.** In the event of a material default by either party in the performance of its obligations hereunder, the non-defaulting party shall deliver to the other party written notice setting forth the nature of the default. The defaulting party shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within such thirty (30) day period, the non-defaulting party may terminate this Agreement effective immediately upon receipt of written notice of termination by the defaulting party. In the event of termination, the defaulting party shall have no further rights or obligations under this Agreement; however, the defaulting party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.
- 7. Miscellaneous. This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the Parties and any amendment hereto shall be mutually agreed upon in writing by the Parties hereto.
- **8. Notices.** All notices which either party hereto may give shall be addressed, in the case of the Municipality, as follows:

#### City of Cincinnati

Attn: Ed Cunningham, Division Manager
Department of Buildings & Inspections
805 Central Avenue, Suite 500
Cincinnati, Ohio 45202
e-mail: Edward.cunningham@cincinnati-oh.gov

•

With a copy to:

#### City of Cincinnati

Attn: Samantha Brandenburg, Law Department 801 Plum Street, Room 214 Cincinnati, Ohio 45202 e-mail: Samantha.brandenburg@cincinnati-oh.gov

And in the case of the HCLRC, as follows:

#### **Hamilton County Land Reutilization Corporation**

Attn: Christopher M. Recht 3 East Fourth Street, Suite 300 Cincinnati, Ohio 45202

e-mail: crecht@cincinnatiport.org

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Such notices shall be delivered personally, by e-mail, or sent by certified mail, return receipt requested, to the above addresses, or such other addresses as either party may direct in writing.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates set forth below their respective signatures, effective as of the later of such dates (the "Effective Date").

City of Cincinnati	Hamilton County Land Reutilization Corporation
By:	By: Port of Greater Cincinnati Developmen Authority lts: Management Company  By:
	Date:
Recommended by:	
Ast Dahilkan	
Art Dahlberg, Director, Department of Buildin	gs and Inspections
Approved as to Form:	
Salmande Laudenburg Assistant City Solicitor	

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates set forth below their respective signatures, effective as of the later of such dates (the "Effective Date").

City of Cincinnati	Hamilton County Land Reutilization Corporation
By: John P. Curp, Interim City Manager	By: Port of Greater Cincinnati Development Authority Its: Management Company
Date:	By: Laura N. Brunner  Laura N. Brunner, President/CEO
	Date:8/10/2022
Recommended by:	
Art Dahlberg, Director, Department of Build	ings and Inspections
Approved as to Form:	
Assistant City Solicitor	

#### **EXHIBIT A**

HCLRC shall complete the following work on the property located at 3140 Beekman Street, Cincinnati, Ohio 45202 (Auditor's Parcel No. 192-0069-0010-00):

Building owner's name / address:

Solar Advantage LLC 1336 Hillside Road Northbrook, IL 60062

Enforcement case number: b200905795

Dwelling units: 0

Total floor area: 14,000 square feet

Approximate building dimensions: 300' x 60'

Building description and additional requirements:

Demolish concrete silos, elevators and any/all associated buildings on this property and, as applicable, in accordance with the City's Standard Specification No. 4-49-99, a copy of which has been provided to HCLRC. All work associated with this agreement shall be completed within 240 days of the commencement of the work unless an excusable delay arises.

#### Specific Requirements:

- 1. Remove the concrete silos, elevators, associated buildings and foundations to a minimum of two (2) feet below final grade.
- 2. Remove the yard walks and steps.
- 3. Grade the lot to conform to existing contours, unless otherwise specified.
- 4. Protect all property line fencing during wrecking operations. Property line fence to remain unless otherwise specified.
- 5. Take down any accessory buildings.
- 6. Take necessary steps to protect the adjoining property.
- 7. Remove all trash, rubbish, weeds, and brush from the entire site. (Protect all large mature trees and remove dead trees)

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- 8. Spread seed and straw in accordance with the standard specifications over 6" of clean earth that is free of rocks and rubbish.
- 9. Contractor may be required to provide a Waste Shipment Record for any asbestos the contractor has had removed under the contract. Disposal receipts and/or proof of lawful disposal must be provided to the City upon request.
- 10. Contractor shall obtain NESHAP survey. Contract shall include cost for survey in bid. Contractor shall order survey and apply for demolition permit within five (5) business days of issuance of notice to proceed from the city.
- 11. Basements and voids on the site shall be filled and compacted to meet contract specifications.

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# Exhibit F

Scott Crowley
Hamilton County Recorder's Office
Doc #: 2023-0055748 Type: NCAF
Filed: 08/09/23 09:22:52 AM \$0.00
Off.Rec.: 14975 00529 F L31 5

91



Property: 3140 Beekman St. Auditor's Parcel No: 192-0069-0010-00

#### SECOND AFFIDAVIT OF FACTS RELATING TO TITLE

(updating the total costs incurred by the Hamilton County Land Reutilization Corporation to abate the nuisance at the Property, pursuant to R.C. 715.261)

State of Ohio	)
	) ss:
<b>County of Hamilton</b>	)

The undersigned affiant, Amy L. Higgins, as senior real estate counsel for the Port of Greater Cincinnati Development Authority, the management company of the Hamilton County Land Reutilization Corporation ("HCLRC"), and on behalf of HCLRC, being first duly cautioned and sworn, deposes and says that:

- 1. By Agency Agreement dated August 10, 2022 (the "Agreement"), the City of Cincinnati (the "City") engaged HCLRC, pursuant to R.C. 715.261(E), to act as the City's agent for the purpose of abating the declared public nuisance at the real property located at and commonly known as 3140 Beekman St. (Auditor's Parcel No. 192-0069-0010-00), more particularly described on the attached Exhibit A (the "Property").
- 2. A true and accurate copy of the Agreement was attached to and recorded with HCLRC's earlier Affidavit of Facts Relating to Title, duly recorded in O.R. Book 14952, Page 1741 of the Hamilton County Recorder's Office (the "First Affidavit").
- 3. HCLRC executes this Second Affidavit of Facts Relating to Title for the purpose of updating the costs incurred to abate the declared public nuisance at the Property. As of August 4, 2023, HCLRC has incurred an additional \$520,500, on top of the \$630,000 previously memorialized on the First Affidavit.
- 4. Accordingly, HCLRC's total costs incurred to date with respect to the Property are \$1,150,500, which are now a lien against the Property in favor of HCLRC pursuant to R.C. 715.261(B)(3).

FURTHER AFFIANT SAYETH NAUGHT.

Amy L. Higgins, as sentor real estate counsel for the Port of Greater Cincinnati Development Authority, management company of the Hamilton County Land Reutilization Corporation

Sworn to or affirmed and subscribed before me this 7th day of August 2023, by Amy L. Higgins, senior real estate counsel for the Port of Greater Cincinnati Development Authority, management company of the Hamilton County Land Reutilization Corporation, a nonprofit county land reutilization corporation organized and existing under R.C. Chapters 1702 and 1724. (This is a jurat clause. An Oath or Affirmation was given to the signer of this notarial act.)

JOSEPH HALL Notary Public State of Ohio My Comm. Expires March 13, 2026

This instrument was prepared by: Amy L. Higgins / Port of Greater Cincinnati Development Authority 3 E. Fourth St., Suite 300 / Cincinnati, OH 45202

#### **EXHIBIT A**

to

## Affidavit of Facts Relating to Title

#### Legal Description

Property Address: 3140 Beekman Street, Cincinnati, Ohio 45223

Auditor's Parcel No.: 192-0069-0010-00

Situated in Section 26 and 27, Town 3, Fractional Range 2, M.P, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point 777.00 feet south of the north line of said Section 26, measured on a line at right angles to said north line and 269.21 feet east of the east line Beekman Street, measured on a line parallel with the north line of said Section 26;

thence S 15° 29' 20" E for 67.46 feet:

thence S 43° 24' 00" B for 122.17 feet:

thence N 71° 39' 00" E for 67.37 feet:

thence S 26° 40' 16" E for 85.87 feet;

thence S 13° 06' 27" E for 123.85 feet:

thence \$ 2° 18' 30" W for 119.04 feet:

thence S 19° 45' 00" E for 367.64 feet;

thence N 88° 12' 00" W for 124.73 feet;

thence N 19° 45' 41" W for 455.54 feet;

thence N 19° 21' 41" W for 238.25 feet;

thence N 17° 10' 41" W for 145.56 feet:

thence N 11° 50' 13" E for 8.48 feet:

thence N 15° 35' 35" W for 99.23 feet.

thence N 14° 14' 35" W for 99.23 feet:

thence N 12° 41' 04" W for 99.21 feet:

thence N 11° 02' 02" W for 99.21 feet;

thence N 9° 29' 03" W for 99.24 feet

thence N 7° 55' 23" W for 99.26 feet;

thence N 6° 24' 50" W for 99.40 feet;

thence N 5° 31'41" W for 92.65 feet to the north line of Section 26;

thence with said north line \$ 88° 12'00" E for 7.04 feet; thence leaving said line, N 5° 18'00" W for 7.51 feet;

thence N 3° 42' 23" W for 99.05 feet;

thence N 2° 08' 25" W for 98.98 feet;

thence N 0° 24' 53" W for 98.91 feet;

thence N 1° 19' 37" E for 98.90 feet;

thence N 3° 04' 20" E for 98.99 feet;

thence N 4° 35' 08" B for 99.15 feet;

thence N 5° 57' 07" E for 99.21 feet.

thence N 7° 24' 35" E for 11.75 feet;

thence N 79° 36' 06" E for 49.72 feet;

thence S 6° 30' 26" W for 236.49 feet;

thence S 0° 35' 59" E for 486.40 feet;

thence S 7° 41' 36" E for 449.70 feet;

thence S 8° 21' 30" E for 19.55 feet;

thence \$ 11° 51' 00" E for 50.00 feet;

thence S 12° 44' 30" E for 50.00 feet;

thence S 13° 32' 30" E for 50.00 feet:

thence S 14° 32' 00" E for 50.00 feet:

thence S 15° 14' 00" E for 50.00 feet;

thence S 13° 06' 00" E for 75.54 feet to the place of beginning and containing 4.0266 acres more or less.

A portion of the above described real estate is the remainder of Registered Land Certificate No.112083. That portion of real estate being more particularly described as follows:

Commencing at a point 777.00 feet south of the north line of said Section 26, measured on a line at right angles of said north line and 269.21 feet east of the east line of Beekman Street, measured on a line parallel with the north line of said Section 26;

thence S 15° 29' 20" E for 67.46 feet to the TRUE PLACE OF BEGINNING for the land herein described;

thence N 71° 39' 00" E for 67.37 feet:

thence S 26° 40° 16" E for 85.87 feet:

thence S 13° 06' 27" E for 123,85 feet;

thence S 2º 18' 30" W for 119.04 feet:

thence N 19° 49' 45" W for 138.46 feet:

thence N 26° 38' 00" W for 118.66 feet;

thence N 39° 24' 00" E for 34.24 feet:

thence N 49° 37' 30" W for 29.27 feet;

thence N 32° 41' 30" W for 121.37 feet to the place of beginning and containing 0,399 acres more or less.