

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 12 - 3

**TO APPROVE A JOINT ECONOMIC DEVELOPMENT DISTRICT WITH GREEN TOWNSHIP, OHIO;
AND TO DECLARE AN EMERGENCY.**

WHEREAS, on January 17, 2012, the City of Cheviot held a public hearing with respect to a proposed Joint Economic Development District with Green Township, Ohio; and

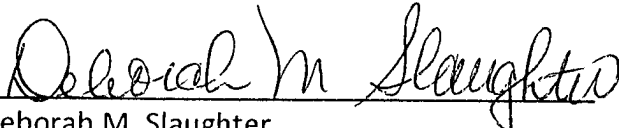
WHEREAS, this council finds the proposed Joint Economic Development District to be in the best interest of the City of Cheviot;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:


Section 1. The proposed Joint Economic Development District agreement, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Cheviot.

Section 3. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the citizens of Cheviot to implement the Joint Economic Development District Joint Economic Development District and its tax benefits at the earliest possible time.

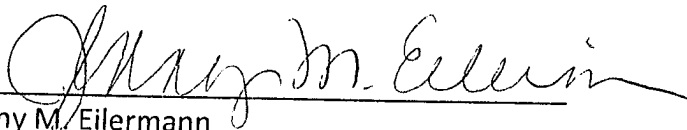

Deborah M. Slaughter
President of Council

2-21-12
Date passed



Samuel D. Keller
Mayor

2-21-12
Date approved

Attest:


Jenny M. Eilermann
Clerk of Council

APPROVED AS TO FORM ;


ANGELA WATERS
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing ordinance, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, once per week for two consecutive weeks, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates:

- 1) _____, 2012, and
- 2) _____, 2012.

Jenny M. Eilermann
Clerk Council

I, Jenny Eilermann, Clerk of the Council of City of Cheviot, Ohio, certify that this is a true and accurate copy of 12-3, passed on 12-21-12, and that the original Ordinance is in my custody, as the keeper of the records, at Cheviot City Hall.



Jenny Eilermann

Clerk of Council

Date: 2-21-12

**GREEN TOWNSHIP - CITY OF CHEVIOT
JOINT ECONOMIC DEVELOPMENT DISTRICT II
CONTRACT**

The contracting parties hereby enter into this Contract to create the Green Township – City of Cheviot Joint Economic Development District II (“JEDD District II”) pursuant to lawful authority and for good and valuable consideration as more fully set forth:

1. **Parties.** The contracting parties are:

A. Green Township Trustees ["Township"]
 603 Harrison Avenue
 Cincinnati, OH 45247
and

B. City of Cheviot ["Cheviot"]
 3814 Harrison Avenue
 Cheviot, OH 45211

2. **Recitals.** The contracting parties are creating the Green Township Joint Economic Development District II for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in Green Township, the City of Cheviot, Hamilton County, the State of Ohio and in the area of the contracting parties.

The contracting parties share a common interest in facilitating economic development in the Christ Hospital Medical Center and Children’s Hospital Medical Center area which will bring economic development, jobs and revenue to the contracting parties and to the County and State. The parties acknowledge the economic potential of commercial development to occur within the proposed Christ Hospital Medical Center and Children’s Hospital Medical Center site. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

3. **Authority.** This Contract is entered into pursuant to the authority of R.C. 715.72 through 715.81 and other applicable sections of the Ohio Revised Code.

4. **Location.** JEDD District II is located entirely within Green Township, Hamilton County, Ohio. The area of the district is a 20 acre (plus or minus) site located on Filview Circle at Harrison Avenue and is identified in Hamilton County Auditor's Book 550, Page 183, Parcels 028 & 030 consolidated, 072, 420, and 502 inclusive.

5. **Nexus.** Green Township is contiguous to the City of Cheviot. The territory within JEDD District II is located entirely within Green Township. Cheviot and Green Township are both located within Hamilton County, Ohio. Hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72 (C) (1) are satisfied.

6. **JEDD Criteria.** The areas to be included in JEDD District II meet all of the following criteria:

- A. The areas are located entirely within Green Township;
- B. No electors reside within the areas and no part of the areas are zoned for residential use; and
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township.

Hence the criteria for inclusion of areas set forth in R.C. 715.73 are satisfied.

7. **Territory.** The areas to be included within JEDD District II consist of four parcels that contain 20 acres (plus or minus), presently listed in Hamilton County Auditor's Book 550, Page 183, Parcels 028 & 030 consolidated, 072, 420, and 502 inclusive, and is referred to as the Christ Hospital Medical Center and Children's Hospital Medical Center territory. The following areas are to be included in JEDD District II:

LEGAL DESCRIPTIONS - See Exhibit A.

Hamilton County Auditor's Book 550, Page 183, Parcels 028 & 030 consolidated, 072, 420, and 502 inclusive.

MAP OF TERRITORY - See Exhibit B.

Prior to adoption, the contracting parties may consent to deletion of any portion of the territory to assure compliance with the majority petition requirements applicable to owners of property and owners of businesses to be located in the JEDD District II territory.

8. **Zoning.** The JEDD District II territory is zoned for commercial use pursuant to the Hamilton County Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit C.

The parties acknowledge that the above land use and zoning classifications are the best and proper available use to encourage economic development. The area is currently developing consistent with prescribed zoning classifications. This Contract shall not operate as a limitation upon Green Township's or Hamilton County's authority to change the zoning district classification of the JEDD District II territory (or any parcels contained herein), or to amend the Hamilton County Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the Hamilton County Zoning Resolution as currently in effect or as amended from time to time.

9. **Economic Development Plan.** The contracting parties approve and ratify Green Township's Economic Development Plan for the JEDD District II territory. See Exhibit D Economic Development Plan attached.

10. **Acknowledgment.** Each contracting party acknowledges entering into this Contract freely and without duress or coercion for the stated public purpose of promoting

economic development.

11. **Public Hearing/Approval.** Before any of the contracting parties approved this Contract, the contracting parties delivered a copy of the proposed contract to the Board of County Commissioners of each county in which a contracting party is located (i.e., Hamilton County), pursuant to R.C. 715.75 (C).

The Green Township Trustees and the Council for Cheviot have each conducted public hearings after required notice and have approved their respective resolutions and ordinances authorizing this Contract.

12. **Adoption.** For adoption to occur, a majority of the owners of property (land) located in the JEDD District II territory and a majority of the owners of businesses located in the JEDD District II territory shall submit their petitions supporting creation of JEDD District II.

After adoption of the resolutions and ordinances approving this Contract to create JEDD District II, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county within which the contracting parties are located) all of the following documents:

- A. a signed copy of the Contract;
- B. a description of the areas to be included in JEDD District II, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- C. the economic development plan attached hereto as Exhibit D;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and JEDD District II;
- E. a certificate of each contracting party that the public hearings required by

R.C. 715.75 were held, the date of the hearings, and evidence of publication of the notice of the hearings;

- F. a petition signed by a majority of the owners of property (land) located within the areas to be included in JEDD District II; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in JEDD District II.

Green Township shall give timely notice (not later than ten days after filing) by certified mail to:

- A. those owners of property (land) located in the areas comprising the JEDD District II territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the JEDD District II territory who did not sign the petition.

Green Township Resolution No. _____, approving the creation of JEDD District II and authorizing the proposed Contract is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.77 (A) (1) because:

- A. the resolution was approved by a unanimous vote of the members of the Board of Township Trustees;
- B. the creation of JEDD District II is proposed at the request of a majority of owners of land included within the proposed district; and
- C. the territory to be included in the proposed JEDD District II is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date.** The creation of JEDD District II per approval or deemed

approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first day after contract approval pursuant to R.C. 715.77 (A) (4).

14. **Term.** The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2062. The contracting parties may by mutual consent extend this Contract for two additional terms of ten years each.

The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with JEDD District II may require many years for implementation and completion. In consequence, resulting economic development may not be realized until decades after the originating improvements. The initial term and additional terms provided for herein are a function of the long range nature of the intended economic development.

15. **Board of Directors.** Businesses will be located and persons will be working within the JEDD District II territory. Therefore, according to R.C. 715.78 (A) (1), the JEDD District II Board of Directors shall be composed of the following members:

<u>Representation</u>	<u>Member</u>	<u>Initial Term</u>
A. One member representing Cheviot.	[Municipal Member]	1 Year
B. One member representing Green Township.	[Township Member]	2 Years
C. One member representing the owners of businesses located within JEDD District II.	[Business Member]	3 Years
D. One member representing persons working within JEDD District II.	[Worker Member]	4 Years

E. One member selected by the members [Chairperson] designated in subparagraphs (A) through (D) above. This member shall serve as Chairperson.

4 Years

Initial terms as prescribed by R.C. 715.78 (A) are indicated. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two consecutive terms on the board.

The Municipal Member may be a municipal elected official or employee; excepting, however, any one serving in Cheviot's Finance Department or supervised by or reporting to the Finance Director. The City Council shall select the municipal member.

The Township Member may be a Township elected official or employee; excepting, however, the Township Administrator. The Green Township Trustees shall select the Township Member.

The Business Member, Worker Member, and Chairperson may be a resident of any of the contracting parties. The Green Township Trustees shall select the Business Member and the Worker Member, who shall be a business owner with a business located in JEDD District II and who shall be a person working within JEDD District II respectively.

The contracting parties may by consent adopt rules pertaining to Board Member service, removal for cause, and vacancy.

The authority of the Board of Directors is limited according to statutory authority of R.C. 715.72 to 715.81 and the powers conferred by this Contract applicable to the JEDD District II territory. According to R.C. 715.78 (D), the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and is subject to R.C. Chapter 2744 [Political Subdivision Tort

Liability and Immunity].

The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from JEDD District II funds allocated to the Board according to procedures established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Three Members of the Board shall constitute a quorum and any action of the Board requires concurrence of a majority in attendance. The Board shall act through the passage of resolutions. A resolution of the Board shall be effective immediately unless otherwise provided by the resolution or as required by law.

The Chairperson shall preside over meetings of the Board. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four hours advanced notice to all Members.

The Board of Directors may adopt policies, procedures, and advance directives which may be administered by the Chairperson acting in conjunction with the Secretary.

16. **Board Activities.** The Board shall meet at least annually to review activities affecting JEDD District II including, but not limited to, progress on intended improvements, development activities, services to JEDD District II, and reports pertaining to JEDD District II, planning affecting JEDD District II, adequacy of services to JEDD District II, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within JEDD District II. The Board shall serve in an advisory capacity to the contracting parties, and may make recommendations upon request of the contracting parties in furtherance of economic development within the JEDD District II territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to

time.

The Township's Administrator shall serve as Secretary to the Board of Directors. The Administrator shall not serve as a Member and shall not have voting privileges. In the absence of a Township Administrator, Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary, upon affirmative resolution of the Board or the fiscal officer of a contracting party, may review Cheviot's records relating to taxation from the JEDD District II territory; provided, however, the record recipient is subject to and shall strictly comply with confidentiality provisions of R.C. 718.13 and the Cheviot Income Tax Codified Ordinance.

The Secretary, upon affirmative resolution of the Board, may request an independent review or audit of Cheviot's tax collection services and collection procedures relating to taxation from the JEDD District II territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD District II gross income revenues.

The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with scheduling of meetings, organization of information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Township facilities and Township staff in furtherance of Board activities.

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities. The Board shall establish an appropriations procedure to provide for the payment of operating expenses associated with Board activities and operation of JEDD District II. The Board shall designate those members who may execute documents on behalf of the Board in

furtherance of a resolution; provided, however, any agreements with third parties shall require the signature of at least two Board Members; or in the alternative, a Board Member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for JEDD District II related activities such as construction, maintenance, operation of any facility, research, and development for JEDD District II programs. The Board may also accept contributions in money or in kind for JEDD District II related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding JEDD District II activities.

The Board does not have authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue without consent of the contracting parties.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in the Contract. If the Board's authority is unclear or if the Board desires expanded authority, the Board may request clarification of authority or additional authority from the contracting parties by consent.

17. **Income Tax.** This contract grants the JEDD District II Board of Directors power to adopt a resolution to levy an income tax within the entirety of the JEDD District II territory at a maximum rate of one (1%) percent based on salaries or other personal service income earned by individuals from services performed within JEDD District II (the "Earnings Tax"), with a cap on earned income at \$100,000 per earner per annum, which cap shall, after the first year, be adjusted annually on January 1st of each year during the existence of JEDD District II, based upon the Consumer Prices Index (CPI-U) published by the U.S. Bureau of Labor Statistics on September 30 of the preceding year. Imposition of the earnings tax will not commence until after the final

certificate of occupancy for the Medical Facility at Christ Hospital Medical Center is issued. Notwithstanding the foregoing or anything herein to the contrary, construction workers participating in the construction or finishing of the Medical Facility or any other subsequent improvements within the territory of JEDD District II will be excluded from the Earnings Tax imposed under JEDD District II.

The resolution levying an Earnings Tax shall require the contracting parties to annually set aside a percentage of the amount of the Earnings Tax collected for the long-term maintenance of JEDD District II; provided, however, the amount set aside shall not exceed \$1,000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of JEDD District II, the Board of Directors, with written consent of the contracting parties, may increase or decrease the rate of taxation on a prospective basis in an amount as the contracting parties agree to in writing; provided, however, that (subject to the cap as hereinabove provided) the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by Cheviot or one (1%) percent.

The resolution levying the Earnings Tax shall be consistent with the provisions of the City of Cheviot Income Tax Ordinance, as it may be amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract or according to law. The Board may designate those provisions of the Cheviot Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within JEDD District II; provided, however, that the Board may not exceed the taxing authority permitted by the Cheviot Income Tax Ordinance without consent of the contracting parties.

The Earnings Tax is effective and collection shall commence on the first day of the month following the Board's adopting resolution, unless extended by action of the JEDD District II

Board, not to exceed ninety (90) days after said resolution, or when the final certificate of occupancy for the Medical Facility at Christ Hospital Medical Center is issued, whichever is later.

Any contracting party may request an independent audit of any aspect of revenue collection and distribution; provided, however, that the party requesting the audit shall bear the expense of audit, if applicable.

Cheviot shall administer, collect, and enforce the income tax on behalf of JEDD District II. Cheviot's Director of Finance or his designee shall serve as the Tax Administrator of the Earnings Tax derived from JEDD District II and shall be responsible for the receipt, safekeeping, accounting, and investment of Earnings Tax revenues pending disbursement. All receipts shall be deposited to a separate JEDD District II account that shall not be co-mingled with revenue from other sources. Earnings on the JEDD District II account and investments related thereto shall be added to the account. The Tax Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Tax Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and to seek a declaratory judgment regarding disputed interpretation and applicability of the Cheviot Income Tax Ordinance within JEDD District II. The Tax Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Tax Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of JEDD District II in any way pertaining to the income taxation within JEDD District II.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of Earnings Tax revenue including amounts retained in escrow. The Tax Administrator shall also report quarterly regarding JEDD District II operating income and expenses for the preceding quarter and shall provide short term and long range projections

concerning anticipated income and expenses associated with JEDD District II operations. The Tax Administrator shall provide quarterly reports to the Secretary regarding all revenue with taxpayer sources. Such quarterly reports shall be subject to confidentiality covenants as more fully set forth herein.

The Tax Administrator shall pay one (1%) per cent of the gross Earnings Tax revenue into escrow. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Tax Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net Earnings Tax revenue.

The levy of the Earnings Tax is necessary to effectuate the purpose of this Contract and after once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the Earnings Tax is levied, the Board of Directors is not authorized to cease the levy of the Earnings Tax unless authorized by amendment of this Contract.

For purposes of this Contract, "Net Revenues" means the gross proceeds of the collection of the net payroll portion of the JEDD District II Earnings Tax less (a) the amount allocated for the long-term maintenance of JEDD District II as provided in the second paragraph of this Section 17; and (b) the amount placed in escrow as provided in the eighth paragraph of this Section 17.

The Tax Administrator is authorized and may contract on behalf of JEDD District II with a municipal income tax collection and administration agency to perform the administration, collection and enforcement duties relating to the JEDD District II Earnings Tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the City of Cheviot's

portion of JEDD District II Net Revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy.** The JEDD District II territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within JEDD District II, notwithstanding provisions of the Cheviot Income Tax Ordinance which may be adopted to the contrary.

19. **Revenue Distribution.** Net tax revenue from JEDD District II shall be paid at least quarterly to Green Township and the City of Cheviot, according to the following formula:

City of Cheviot:

20% of Net Revenue from the Earnings Tax.

Green Township:

80% of Net Revenue from the Earnings Tax.

20. **Allocation.** The contracting parties shall allocate a prorated portion of net income tax revenue to the Board of Directors adequate to meet operating expenses; provided, however, that the amount allocated shall not exceed \$1,000.00 annually without consent of the contracting parties.

21. **Contributions.** In furtherance of the economic development of JEDD District II, the contracting parties shall undertake with diligence the following improvements and services. The contracting parties acknowledge that priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution.

A. Township.

1. The Township will provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit JEDD District II.
2. The Township will provide expanded public services to JEDD District II, such as police protection, fire protection, civil defense, local government, administration, and other services commensurate with economic growth. The Township expects to provide a superior level of services in order to attract development and to support commerce once it is established.
3. The Township will enact proceedings necessary to provide the necessary funds to make the Public Infrastructure Improvements to Filview Circle and Harrison Avenue required by the Development.
4. The Township will enact proceedings necessary to provide the necessary funds for public infrastructure items deemed necessary for the development of the Site, as identified by Christ Hospital in consultation with the Township, and may include but shall not be limited to the following:
 - A. Traffic Signal at Clearwater Place Design & Installation
 - B. Mass Excavation - erosion control, demolition and site clearing
 - C. Retaining Walls
 - D. Underground Stormwater Detention Tank
 - E. Sanitary Line Extension
 - F. Primary "loop road" from Harrison (two access points) to Clearwater Place

- G. Gas Main
- H. Water Main
- I. Site Directional Signage
- J. General Site Landscaping
- K. Sidewalk at Harrison & Filview Circle Frontage
- L. Acquisition of Easements

5. The total amount to be paid by the Township for the Harrison Avenue & Filview Circle improvements and the public infrastructure improvements will be an amount not to exceed \$2,300,000.00.
6. Participating in JEDD District II revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

The improved transportation links from JEDD District II to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and others engaged in the stream of commerce.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in

furtherance of economic development to benefit JEDD District II, the contracting parties, Hamilton County, and the State of Ohio.

B. **Cheviot.** Cheviot will, upon request of the JEDD District II Board, provide financial services to the Secretary for analysis of economic activity affecting JEDD District II. The scope of services is limited to utilization of Cheviot's available personnel. The services contemplated by this section are limited to collections, distribution and a review and analysis of economic activity pertaining to JEDD District II. Cheviot has established departments with capable personnel and is able to provide these limited services in furtherance of its participation. Cheviot will be responsible for the costs of administering, collecting and enforcing the income tax whether incurred by the City of Cheviot or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City of Cheviot and JEDD District II.

C. If the income tax levied by the JEDD District II Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final, non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties will have no further duty to make aforesaid contributions under this Contract.

22. **Financing.** This Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, improvement districts, special assessments, or

other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (i.e., road projects). Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer (as the case may be) to construct internal improvements such as roads, utilities, or surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the economic development plan, the contracting parties may exercise lawful authority for public acquisition when necessary or appropriate to carry out projects and improvements inside and outside of the JEDD District II territory.

23. **Facility Ownership.** Public facilities, including interests in real property which are acquired, developed, or constructed by a contracting party in furtherance of this Contract, shall be owned, operated, and maintained by that contracting party, unless otherwise agreed. Termination or expiration of the Contract shall not affect ownership of public facilities, including interests in real property located within the JEDD District II territory regardless of method of acquisition or contract purpose pertaining thereto.

24. **Third Party Service Providers.**

A. **Water.** The Greater Cincinnati Water Works supplies public fresh water distribution to the JEDD District II territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of assessments to recover for the Greater Cincinnati Water Works the costs associated with capital improvements to the water

distribution system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of extending adequate supply of water to JEDD District II.

- B. **Sanitary Sewer.** The Metropolitan Sewer District supplies sanitary sewer service to the JEDD District II territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of providing adequate sanitary sewer service to JEDD District II.
- C. **Electric and Gas Service.** Duke Energy is the utility supplier of electric and natural gas to the JEDD District II territory. To the extent permitted by law, the contracting parties may enter into reimbursement agreements associated with relocating utility distribution lines or other fixtures for road improvements or other public improvements. Deregulation of utilities may enable new opportunities associated with purchase and supply of energy (i.e., electric and natural gas). The contracting parties shall cooperate with one another in undertaking new ventures, investigating new technologies, conservation programs, and financial programs in furtherance

of extending adequate energy at competitive rates to the JEDD District II territory.

25. **Annexation.** Cheviot shall not annex any property located in JEDD District II so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving JEDD District II territory to any third party governmental unit or political subdivision (i.e., other township or municipality); provided, however, Cheviot is not required to be a party to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving JEDD District II territory.

26. **Real Property Taxation.** The creation of JEDD District II shall not be construed to affect real property taxation within the JEDD District II territory and shall not affect the Township's distributive share of real property tax revenue.

27. **Filing.** The Green Township Administrator shall file this Contract with the Director of Development after it becomes effective.

28. **Recording.** The Green Township Administrator shall record this Contract, together with certified copies of the resolutions and ordinances of the contracting parties approving the contract, with the Hamilton County Recorder after it becomes effective.

29. **Integration.** The Contract (upon final approval as revised) with attached exhibits and materials incorporated by express reference represents the entire agreement of the parties and supersedes prior drafts and negotiations. The parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and intent of this Contract. To the extent

permitted by this Contract, and in compliance with all laws and resolutions and ordinances controlling this Contract, the parties and their respective successors, assigns and transferees, specify that any amendment must be in writing and signed by the applicable parties.

30. **Amendment.** The contracting parties may amend the Contract to add areas to JEDD District II in compliance with R.C. 715.761, or as said section may be amended from time to time. Amendment to add areas requires unanimous consent of the contracting parties.

The contracting parties reserve the right to amend any provision of the Contract from time to time and to provide Board directives upon approval of all contracting parties. Furthermore, one or more of the contracting parties may enter into independent inter-governmental agreements with one or more contracting parties or non-contracting parties which may be consistent with and in furtherance of the economic development plan and the public purpose stated in this Contract.

The contracting parties may not amend provisions of the Contract which affect the maximum rate of the earnings tax or the cap on each individual's earnings without the consent of the JEDD District II Board of Directors.

31. **Consent.** Any consent of the contracting parties pursuant to this Contract or in furtherance of performance thereof shall be in writing with the concurrence of all contracting parties.

32. **Default.** Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty days in which to cure the default or to indicate action intended to cure the default by substantial performance as soon as practicable.

In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific performance and other equitable remedies may be appropriate to assure Contract performance due to the potential for irreparable harm upon a default.

33. **Force Majeure.** Performance of contractual duty is excused to the extent that an event or occurrence beyond the control of a contracting party (i.e., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, or national or regional tragedy) makes performance impossible or impracticable so long as the affected contracting party did not control the circumstance, or anticipate and accept the risk.

34. **Venue.** The contracting parties stipulate that Hamilton County Court of Common Pleas shall have exclusive venue over legal proceedings between the contracting parties.

35. **Termination.** This Contract may be terminated by consent of the contracting parties; provided, however, the following conditions precedent are applicable before termination is effective:

- A. The legislative actions of the contracting parties must become effective within ninety days of one another;
- B. The termination shall not become effective sooner than ninety days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- C. The termination agreement shall provide for distribution and refund (if applicable) of the income tax revenue derived from JEDD District II to the

respective parties who paid the taxes.

In the event that any improvement projects associated with JEDD District II are incomplete as of the effective date of termination, the contracting parties shall provide for payment of their respective contract obligations associated with such projects which may become due after termination.

Unilateral withdrawal from the Contract by any contracting party is prohibited.

36. **Notices.** All notices or required communications among the contracting parties shall be in writing and shall be sent via U.S. mail or by courier with delivery receipt as follows:

A. Green Township Trustees
Green Township Administration Building
6303 Harrison Avenue
Cincinnati, OH 45247
Attn: Township Administrator

With a copy to: Green Township Legal Director
Francis M. Hyle
5767 Harrison Avenue
Cincinnati, OH 45248

B. City of Cheviot
Attn: City Mayor
3814 Harrison Avenue
Cheviot, OH 45211

With a copy to: City of Cheviot Law Director
3914 Harrison Avenue
Cheviot, OH 45211

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (i.e., facsimile, e-mail) or other media shall not be effective unless confirmed in writing. The parties may dispense with written notice as a condition to any action by written consent or agreement.

37. **Severability.** The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.

38. **Captions.** Paragraph captions are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

INTENDING TO BE LEGALLY BOUND, the Green Township Trustees and the City of Cheviot have caused this Contract to be duly executed by their authorized officers.

Green Township Board of Trustees

By: _____
Kevin T. Celarek, Administrator

Pursuant to Authority of Resolution No. _____

STATE OF OHIO)
 SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named Green Township Trustees, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, Kevin T. Celarek, by authority of Resolution No. _____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said Township Trustees and the free act and deed of his personally and as such duly appointed Township official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this day of _____, 2011.

Notary Public

City of Cheviot

By:

Samuel D. Keller
SAMUEL D. KELLER, MAYOR

Pursuant to Authority of Ordinance No.

12 - 03

STATE OF OHIO)

SS:

COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named City of Cheviot, County of Hamilton, State of Ohio, by their duly appointed by authority of Ordinance No. 12 - 03, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of his personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this day of February 21, 2011.

Mark G. Waters
Notary Public

MARK G. WATERS, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

EXHIBIT A

Legal Descriptions

Parcel One

see Exhibit A-1

**Auditor's Book 550, Page 0183, Parcel 0072
Prior Instrument Reference: Official Record Book 11830, Page 2032**

Parcel Two

see Exhibit A-2

**Auditor's Book 550, Page 0183, Parcels 0028 & 0030 consolidated
Prior Instrument Reference: Official Record Book 11860, Page 1940**

Parcel Three

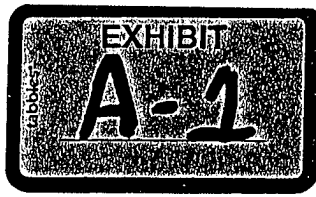
see Exhibit A-2

**Auditor's Book 550, Page 0183, Parcel 420
Prior Instrument Reference: Official Record Book 11860, Page 1940**

Parcel Four

see Exhibit A-3

**Auditor's Book 550, Page 0183, Parcel 502
Prior Instrument Reference: Official Record Book 11798, Page 598**



LEGAL DESCRIPTION
8.229 Acres

Situated in Section 22, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio and being all of a 4.798 acre tract conveyed to Children's Hospital Medical Center in O.R. _____ Page _____ and all of a 3.4313 acre tract conveyed to Children's Hospital Medical Center in O.R. 11762 Page 1524, the boundary of which being more particularly described as follows:

Commencing at the centerline intersection of Hutchinson Road and Filview Circle;

Thence along the centerline of Filview Circle, N28°41'42"W a distance of 402.29 feet to a railroad spike found;

Thence continuing along said centerline, N11°11'42"W a distance of 546.69 feet;

Thence N20°09'36"W a distance of 169.32 feet to the True Point of Beginning;

Thence along the lines of a 6.507 acre tract conveyed to The Christ Hospital in O.R. 11792 Page 598, the following five courses:

- 1.) S52°25'07"W, passing a 5/8" iron pin set at 40.45 feet, a total distance of 256.61 feet to a 5/8" iron pin found;
- 2.) N37°30'44"W a distance of 81.08 feet to a 5/8" iron pin found;
- 3.) S58°01'34"W a distance of 270.42 feet to a 5/8" iron pin found;
- 4.) S28°05'12"E a distance of 109.00 feet to a 5/8" iron pin found;
- 5.) S52°25'07"W a distance of 118.57 feet to a 5/8" iron pin found in the east line of Lot 13 of Greenwich Acres Second Subdivision as recorded in P.B. 202 Page 406.

Thence along said east line, N24°56'17"W a distance of 159.51 feet to the northeast corner of Lot 13 being witnessed by an existing 5/8" iron pin and cap (Abercrombie) being 0.3' south and 0.1' west and an existing 5/8" iron pin (no cap) being 0.3' north and 4.5' west of said corner;

Thence continuing, S81°01'43"W a distance of 247.80 feet to a point in the northerly lines of a 4.579 acre tract conveyed to Daniel J. Wenger in O.R. 7095 Pg. 1305 being witnessed by an existing 1/2" pipe 0.2 south and 0.3' west and an existing 1/2" iron pin and cap (Abercrombie) being 0.3' South;

11830 2033

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 9-23-11-00

CAGIS -

Thence along the east line of said 4.579 acre tract, N10°57'54"W a distance of 129.37 feet to a point, witnessed by an existing ½" iron pin and cap (Abercrombie) being 0.3' south and an existing 1" iron pin being 0.4' north and 2.9' west;

Thence continuing, S78°16'43"W a distance of 114.84 feet to an existing ½" iron pin and cap (Abercrombie) at the northeast corner of a 3.475 acre tract of land conveyed to Brian A. and Diana D. Cron, Trustee in O.R. 10288 Pg. 3130;

Thence along the east line of said 3.475 acre tract, N20°28'22"W a distance of 235.78 feet to a corner of Clearwater Crossing Condominium Phase 1 as recorded in Plat Book 402 Page 83, witnessed by an existing iron pin and cap (JMA) being 0.4' South;

Thence along the southerly lines of said Condominium the following six (6) courses:

1. N65°00'49"E a distance of 235.30 feet to a point witnessed by an existing iron pin and cap (JMA) being 0.2' South;
2. S24°59'11"E a distance of 19.76 feet to a point witnessed by an existing iron pin and cap (JMA) being 0.3' South;
3. N65°00'49"E a distance of 22.00 feet to an existing Mag Nail;
4. N72°17'31"E a distance of 122.69 feet to an existing Mag Nail;
5. N84°19'38"E a distance of 308.22 feet to an existing Mag Nail;
6. Along a curve to the left, an arc distance of 147.76 feet to an existing Mag Nail in the westerly right-of-way line of Harrison Avenue, said curve having a radius of 282.00 feet, a central angle of 30°01'20" and a chord bearing N69°18'59"E for 146.08 feet;

Thence along said westerly right-of-way, S37°34'11"E a distance of 20.01 feet to an existing 5/8" iron pin and cap (JMA);

Thence along a curve to the left, an arc length of 10.12 feet to a set 5/8" iron pin and cap, said curve having a radius of 302.00 feet, a central angle of 01°55'12" and a chord bearing N53°13'15"E for 10.12 feet;

Thence N52°15'39"E, passing a 5/8" iron pin set at 11.09 feet, a total distance of 49.88 feet;

Thence S37°34'11"E a distance of 314.32 feet;

Thence S20°09'36"E a distance of 8.99 feet to the Point of Beginning, containing 8.229 acres more or less and being subject to easements, restrictions and rights-of-way of record.

11830 2034

Thence along the east line of said 4.579 acre tract, N10°57'54"W a distance of 129.37 feet to a point, witnessed by an existing ½" iron pin and cap (Abercrombie) being 0.3' south and an existing 1" iron pin being 0.4' north and 2.9' west;

Thence continuing, S78°16'43"W a distance of 114.84 feet to an existing ½" iron pin and cap (Abercrombie) at the northeast corner of a 3.475 acre tract of land conveyed to Brian A. and Diana D. Cron, Trustee in O.R. 10288 Pg. 3130;

Thence along the east line of said 3.475 acre tract, N20°28'22"W a distance of 235.78 feet to a corner of Clearwater Crossing Condominium Phase 1 as recorded in Plat Book 402 Page 83, witnessed by an existing iron pin and cap (JMA) being 0.4' South;

Thence along the southerly lines of said Condominium the following six (6) courses:

1. N65°00'49"E a distance of 235.30 feet to a point witnessed by an existing iron pin and cap (JMA) being 0.2' South;
2. S24°59'11"E a distance of 19.76 feet to a point witnessed by an existing iron pin and cap (JMA) being 0.3' South;
3. N65°00'49"E a distance of 22.00 feet to an existing Mag Nail;
4. N72°17'31"E a distance of 122.69 feet to an existing Mag Nail;
5. N84°19'38"E a distance of 308.22 feet to an existing Mag Nail;
6. Along a curve to the left, an arc distance of 147.76 feet to an existing Mag Nail in the westerly right-of-way line of Harrison Avenue, said curve having a radius of 282.00 feet, a central angle of 30°01'20" and a chord bearing N69°18'59"E for 146.08 feet;

Thence along said westerly right-of-way, S37°34'11"E a distance of 20.01 feet to an existing 5/8" iron pin and cap (JMA);

Thence along a curve to the left, an arc length of 10.12 feet to a set 5/8" iron pin and cap, said curve having a radius of 302.00 feet, a central angle of 01°55'12" and a chord bearing N53°13'15"E for 10.12 feet;

Thence N52°15'39"E, passing a 5/8" iron pin set at 11.09 feet, a total distance of 49.88 feet;

Thence S37°34'11"E a distance of 314.32 feet;

Thence S20°09'36"E a distance of 8.99 feet to the Point of Beginning, containing 8.229 acres more or less and being subject to easements, restrictions and rights-of-way of record.

11830 2034

Bearings are based on the Ohio State Plane Coordinate System, South Zone
(NAD '83) per Hamilton County Monuments #8178 and #8179.

The above description is based upon a field survey made by Kleingers & Associates, Inc.,
under the direction of Randy C. Wolfe, Ohio Professional Surveyor No. 8033

11830 2035



DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map -

10/31/4

CAGIS -

PARCEL I

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITUATED, LYING AND BEING IN SECTION 22, TOWNSHIP 2, FRACTIONAL RANGE 2, OF
THE MIAMI PURCHASE IN GREEN TOWNSHIP, HAMILTON COUNTY, STATE OF OHIO,
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOCATED AT THE NORTHWESTERLY CORNER OF HUTCHINSON ROAD AND FILVIEW
CIRCLE (FORMERLY HARRISON PIKE), BEGINNING AT THE INTERSECTION OF THE
CENTERLINE OF SAID HUTCHINSON ROAD AND FILVIEW CIRCLE; THENCE GOING
NORTH 33° 30' WEST ALONG THE CENTER LINE OF SAID FILVIEW CIRCLE A DISTANCE
OF FOUR HUNDRED TWO AND 29/100 (402.29) FEET; THENCE CONTINUING ALONG THE
CENTER LINE OF SAID FILVIEW CIRCLE NORTH 16° 0' 0" WEST ONE HUNDRED FORTY-
EIGHT AND 15/100 (148.15) FEET; THENCE GOING SOUTH 71° 56' WEST A DISTANCE OF
FOUR HUNDRED SIXTY-EIGHT AND 94/100 (468.94) FEET TO THE EASTERLY LINE OF
THE RIGHT-OF-WAY OF THE CHESAPEAKE AND OHIO RAILROAD COMPANY OF
INDIANA; THENCE GOING ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY 29° 47'
EAST A DISTANCE OF THREE HUNDRED SIXTY AND 69/100 (360.69) FEET TO THE
CENTER LINE OF SAID HUTCHINSON ROAD; THENCE GOING SOUTH 87° 54' EAST
ALONG THE CENTER LINE OF SAID HUTCHINSON ROAD FIVE HUNDRED TWENTY-
NINE AND 88/100 (529.88) FEET TO THE POINT AND PLACE OF BEGINNING.
CONTAINING 4.541 ACRES, MORE OR LESS.

PPN: 550-0183-0028 (0028 AND 0030 CONS.)

85

PARCEL II

SITUATED IN SECTION 22, TOWN 2, FRACTIONAL RANGE 2 OF THE MIAMI PURCHASE,
GREEN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A SET MAG NAIL IN THE CENTERLINE OF HUTCHINSON ROAD BEING
THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO GEORGE MICHAEL
WURZELBACHER AS RECORDED IN OFFICIAL RECORD BOOK 9123, PAGE 5007 OF SAID
COUNTY RECORDS, AND BEING NORTH 83° 05' 42 WEST, 527.97 FEET FROM THE
INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF FILVIEW CIRCLE;

550-183-420

85

11860 1941

THENCE ALONG THE SOUTH LINE OF SAID WURZELBACHER PROPERTY AND SAID CENTERLINE OF HUTCHINSON ROAD, NORTH 83° 05' 42" WEST, 94.17 FEET TO A SET MAG NAIL AT THE SOUTHWEST CORNER OF SAID WURZELBACHER PROPERTY;

THENCE ALONG THE WEST LINE OF SAID WURZELBACHER PROPERTY, NORTH 24° 56' 17" WEST, 339.81 FEET TO A SET IRON PIN;

THENCE LEAVING SAID LINE, NORTH 84° 28' 51" EAST, 84.83 FEET TO A SET IRON PIN IN THE EAST LINE OF SAID WURZELBACHER PROPERTY;

THENCE ALONG SAID EAST LINE, SOUTH 24° 56' 17" EAST, 361.30 FEET TO THE PLACE OF BEGINNING.

CONTAINING 0.6438 ACRES, MORE OR LESS, OF LAND, 0.0649 ACRES, MORE OR LESS, OF WHICH LIES WITH THE RIGHT OF WAY OF HUTCHINSON ROAD LEAVING A NET ACREAGE OF 0.5789 ACRES, MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY JMA CONSULTANTS, INC., DATED MARCH 12, 2007, JOB NO. 3049, UNDER THE DIRECTION OF EDWIN L. PAUL, OHIO REGISTERED SURVEYOR NUMBER 7214.

THE BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 1983.

PPN: 550-0183-0420

11860 1942



DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 7/27/11 DV

CAGIS - 7/28/11 AB



Building Better
Communities

LEGAL DESCRIPTION
6.507 Acres

Situated in Section 22, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio and being part of the 11.305 acre parcel conveyed to The Christ Hospital in O.R. 11629 Page 774 and being more particularly described as follows:

Commencing at the centerline intersection of Hutchinson Road and Filview Circle;

Thence along the centerline of Filview Circle, N28°41'42"W a distance of 402.29 feet to a railroad spike found;

Thence continuing along said centerline, N11°11'42"W a distance of 147.82 feet to the True Point of Beginning at the southeast corner of the above referenced 11.305 acre parcel, reference an existing mag nail 0.4 feet north and 0.2 feet east of said corner;

Thence along a southerly line of said 11.305 acre parcel, being the northerly line of a 4.541 acre parcel conveyed to Joseph L. Gills in O.R. 10461 Page 910, S76°46'43"W, passing an existing 1" iron bar at 29.33 feet and 0.2 feet south, a total distance of 467.00 feet to an existing 5/8" iron pin and cap (JMA);

Thence continuing along a southerly line of the above referenced 11.305 acre parcel, being the northerly line of a 0.644 acre parcel conveyed to Joseph L. Gills in O.R. 10559 Page 1750, S84°28'51"W a distance of 84.83 feet to an existing 5/8" iron pin and cap (JMA) in the easterly line of the above referenced Lot 13 of Greenwich Acres Second Subdivision;

Thence along the west line of said 11.305 acre parcel, being the easterly line of said Lot 13, N24°56'17"W a distance of 288.20 feet to a 5/8" iron pin set;

Thence along lines through said 11.305 acre parcel, the following five courses:

- 1.) N52°25'07"E a distance of 118.57 feet to a 5/8" iron pin set;
- 2.) N28°05'12"W a distance of 109.00 feet to a 5/8" iron pin set;
- 3.) N58°01'34"E a distance of 270.42 feet to a 5/8" iron pin set;
- 4.) S37°30'44"E a distance of 81.08 feet to a 5/8" iron pin set;
- 5.) N52°25'07"E, passing a 5/8" iron pin set at 216.16, a total distance of 256.61 feet to a point in an easterly line of said 11.305 acre parcel;

Thence along said easterly line, S20°09'36"E a distance of 169.32 feet;

Thence continuing along an easterly line of said parcel and along the centerline of Filview Circle, S11°11'42"E, passing existing mag nails at a distance of 185.16 feet,

6305 Centre Park Drive, West Chester, Ohio 45069
Phone: (513) 779-7851 Fax: (513) 779-7852 Web: www.kleingers.com

11792 600

CU 550-183-72

W.S. Filview Circle Jo.
6.507 Ac.
72 / 502 =
CU 550-183-



*Building Better
Communities*

253.94 feet, and 303.98 feet, a total distance of 398.87 feet to the Point of Beginning, containing 6.507 acres more or less and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone (NAD '83) per Hamilton County Monuments #8178 and #8179.

The above description is based upon a field survey made by Kleingers & Associates, Inc., under the direction of David L. Cox, Ohio Professional Surveyor No. 7101, and dated April 20, 2011.

David L. Cox
7-20-11



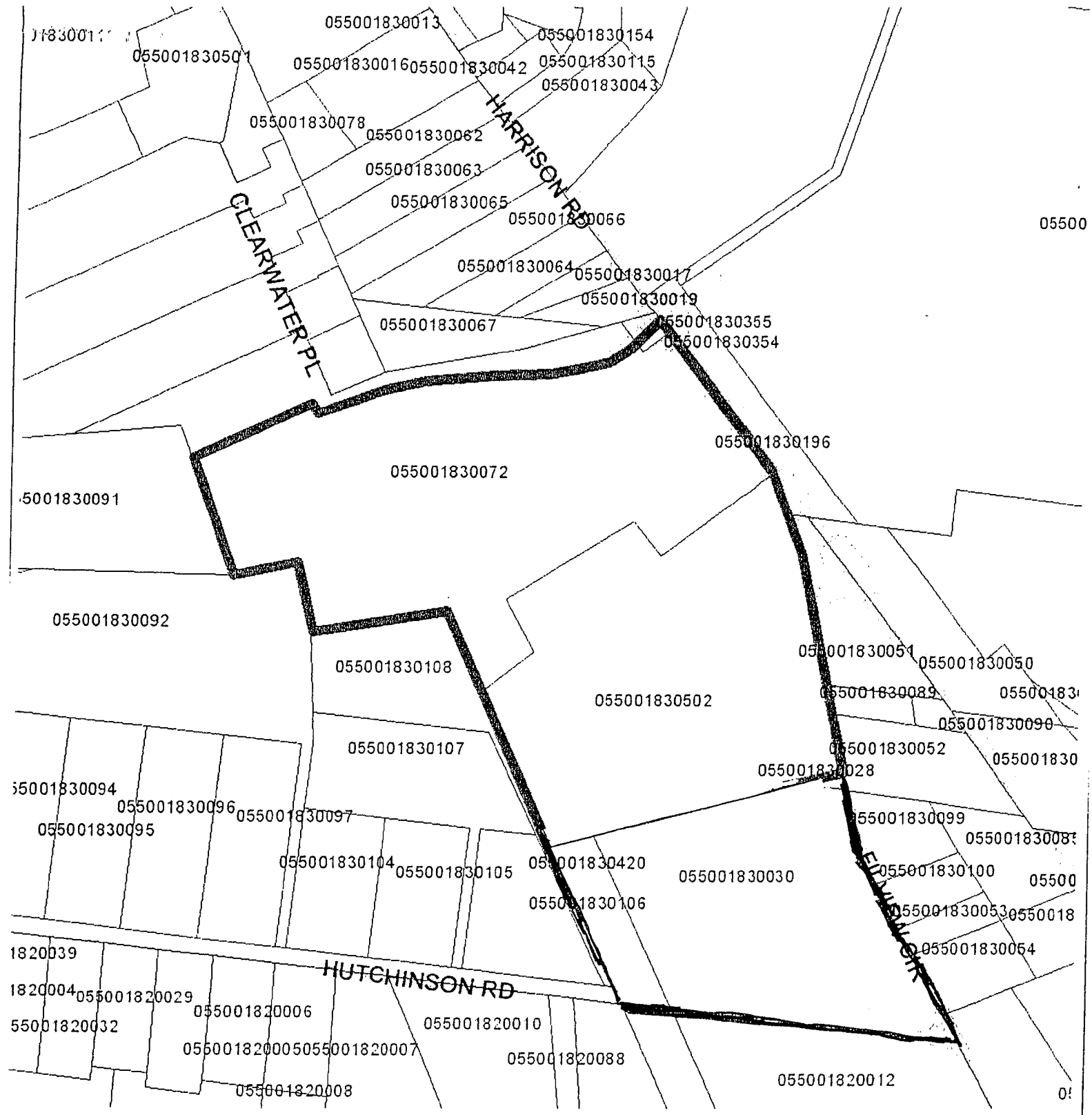
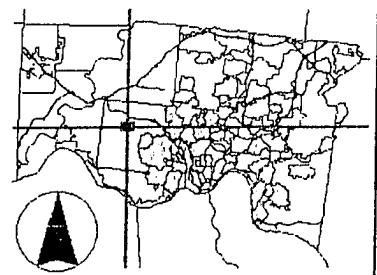


EXHIBIT B

Map of Territory



Printed: 12/2/2011
Printed By: JOHN HUTH

DISCLAIMER:
Neither the producer nor any of the parties of this Exhibit make any warranty or representation, either expressed or implied, with respect to this information, its quality, performance, dependability, or fitness for a particular purpose. As a result, the information is provided "as is" and you, the user, are assuming the entire risk of loss or damage to your property. In no event will the producer or any party of this Exhibit be liable for any damages, including consequential damages, resulting from any use of the information or any product, service, or system, or the possibility of such use. In particular, no warranty is provided for any party of this Exhibit. The user assumes the entire risk of loss or damage to their property, including consequential damages, resulting from any use of the information or any product, service, or system. Large differences exist between actual and planned results. Please refer to the 1992 FEMA Flood Insurance Manual for more information.

**GREEN TOWNSHIP - CITY OF CHEVIOT
JOINT ECONOMIC DEVELOPMENT DISTRICT II CONTRACT**

EXHIBIT D

ECONOMIC DEVELOPMENT PLAN

The Economic Development Plan ("Plan") for JEDD District II is a combination of public and private funds used to facilitate the economic vitality of the subject parcels. The administration of the Plan will include cooperation from the Board of Trustees in conjunction with the City of Cheviot and the property owners and employees of the Joint Economic Development District ("District").

The Township will provide for the construction and improvement of such public improvements in the Township it deems appropriate to provide an improved transportation network to benefit JEDD District II.

The Public Infrastructure Improvements shall consist of public infrastructure items deemed necessary for the development of the Site, as identified by Christ Hospital in consultation with the Township, and may include but shall not be limited to the following:

1. Traffic Signal at Clearwater Place Design & Installation
2. Mass Excavation - erosion control, demolition and site clearing
3. Retaining Walls
4. Underground Stormwater Detention Tank
5. Sanitary Line Extension
6. Primary "loop road" from Harrison (two access points) to Clearwater Place
7. Gas Main
8. Water Main
9. Site Directional Signage
10. General Site Landscaping
11. Sidewalk at Harrison & Filview Street Frontage

The Township will provide expanded public services to JEDD District II, such as police protection, fire protection, civil defense, local government, administration, and other services commensurate with economic growth. The Township expects to provide a superior level of services in order to attract development and to support commerce once it is established.

The Township will enact proceedings necessary to provide the necessary funds to make the Public Infrastructure Improvements set out above.

The total amount to be paid by the Township for the Public Infrastructure Improvements will be an amount not to exceed \$2,300,000.00.

Participating in JEDD District II revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

The improved transportation links from the District to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and such engaged in the stream of commerce.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. Although the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the District.

The establishment of the District will provide the following:

- - Increased employment opportunity in the Township.
- - A new revenue stream to support essential governmental services.
- - Stimulate economic development.