

Hamilton County

Board of County Commissioners

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September 16, 2013

Mr. Lawrence Barbiere Colerain Township Law Director Colerain Twonship Admin. Building 4200 Springdale Road Cincinnati, Ohio 45251

Dear Mr. Barbiere:

The Board of County Commissioners, at its meeting on August 21, 2013 adopted a resolution acknowledging receipt of and approving the creation of a Joint Economic Development District between the Colerain Township Trustees and the City of Cheviot.

I am enclosing a certified copy of said resolution for your records.

Very truly yours,

Jacqueline Panioto, Clerk

Board of County Commissioners

Requella

Hamilton County, Ohio

Enclosure

JP/das

On motion of Mr. Monzel, seconded by Mr. Hartmann the resolution was adopted.

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IMAGE 3616

RESOLUTION ACKNOWLEDGING RECEIPT OF AND APPROVING THE CREATION OF A JOINT ECONOMIC DEVELOPMENT DISTRICT BETWEEN THE COLERAIN TOWNSHIP TRUSTEES AND THE CITY OF CHEVIOT

BY THE BOARD

WHEREAS, on August 5, 2013 the Board of County Commissioners, Hamilton County, Ohio received a copy of the joint economic development agreement between the City of Cheviot and Colerain Township; and

WHEREAS in accordance with Sections 715.76 and 715.77, 715.77 (A) the Board has considered and reviewed the documents received; and

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Hamilton County, Ohio acknowledges receipt of the required documents and approves the Joint Economic Development Agreement between Colerain Township and the City of Cheviot.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners, Hamilton County, Ohio this 21st day of August, 2013.

Mr. Hartmann.

YES

Mr. Monzel.

YES

Mr. Portune.

YES

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioners in session the 21st day of August, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of the County Commissioners, Hamilton County, Ohio, this 21st day of August, 2013.

Jacqueline Panioto, Clerk

Board of County Commissioners

Hamilton County, Ohio



COLERAIN TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT I CONTRACT

The contracting parties hereby enter into this Contract to create the COLERAIN

TOWNSHIP Joint Economic Development District (Liberty Nursing Health Care) pursuant to
lawful authority and for good and valuable consideration as more fully set forth:

- 1. Parties The contracting parties are:
- A. Colerain Township Trustees [hereinafter sometimes referred to as "Township"] and
 - B. City of CHEVIOT [hereinafter sometimes referred to as "CHEVIOT"]
- 2. Recitals The contracting parties are creating the COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] for the purpose of facilitating economic development, to create and preserve jobs and employment opportunities, and to improve the economic welfare of the people in COLERAIN 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 Liberty Nursing Health Care 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 development to occur within the proposed Liberty Nursing Health Care JEDD territory. 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 The COLERAIN TOWNSHIP Joint Economic Development District I

 [Liberty Nursing Health Care JEDD] is located entirely within COLERAIN TOWNSHIP,

 HAMILTON

 Cherratoric County, Ohio. The Liberty Nursing Health Care JEDD is located at

 LIVINGSTON LOAD and is further described by parcel number 510-0203-0005-00.
 - 5. Nexus COLERAIN TOWNSHIP is contiguous to the territory of a township, municipal corporation, or county that is contiguous to the City of CHEVIOT. The Liberty Nursing Health Care JEDD is located entirely within COLERAIN TOWNSHIP. CHEVIOT and COLERAIN 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. Liberty Nursing Health Care JEDD Criteria The areas to be included in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD meet all of the following criteria:
 - A. The areas are located entirely within COLERAIN TOWNSHIP;
 - B. No electors reside within the area on the effective date of this Contract and the area is zoned in a manner appropriate to the function of the district; 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 the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD consist of 1 parcel and is referred to as the Liberty Nursing Health Care JEDD territory. The following area is to be included in the COLERAIN TOWNSHIP

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Liberty Nursing Health Care JEDD:

LEGAL DESCRIPTIONS - See Exhibit A attached.

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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

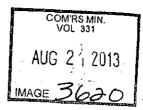
8. **Zoning** - The Liberty Nursing Health Care JEDD territory is zoned PDR use pursuant to the COLERAIN TOWNSHIP Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit A attached.

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 Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Liberty Nursing Health Care JEDD territory (or any parcels contained herein), or to amend the COLERAIN TOWNSHIP Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the COLERAIN TOWNSHIP Zoning Resolution as currently in effect or as amended from time to time.

9. Economic Development Plan - The contracting parties approve and ratify

COLERAIN TOWNSHIP'S Economic Development Plan for the Liberty Nursing Health Care



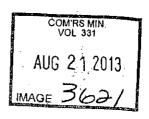
JEDD territory. See Exhibit C Economic Development Plan Liberty Nursing Health Care Joint Economic Development District attached.

- 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, creating and preserving jobs and employment opportunities, and to improve the economic welfare of the people of Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio.
- 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 COLERAIN TOWNSHIP Trustees and the Council for CHEVIOT have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. Adoption - For adoption to occur, a majority of the owners of property (land) located in the Liberty Nursing Health Care JEDD territory and a majority of the owners of businesses located in the Liberty Nursing Health Care JEDD territory shall submit their petitions supporting creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD.

After adoption of the resolution and ordinances approving this Contract to create the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county



within which a 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 the Liberty Nursing Health Care

 JEDD, 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 C;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Liberty Nursing Health Care JEDD;
- 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 the Liberty Nursing Health Care JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Liberty Nursing Health Care JEDD.

COLERAIN TOWNSHIP shall give timely notice (not later than ten (10) days after filing) by certified mail to:

- A. those owners of property (land) located in the areas comprising the Liberty

 Nursing Health Care JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the Liberty Nursing Health Care JEDD territory who did not sign the petition.

COLERAIN TOWNSHIP Resolution No. 13-72 approving the creation of the Liberty

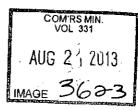
Nursing Health Care JEDD and authorizing the proposed Contract is not required to be



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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD is zoned in a manner appropriate to the function of the proposed district.
- 13. Effective Date The creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) 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, 2043. The contracting parties may by mutual consent extend this Contract for two (2) terms of ten (10) 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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory. Therefore according to R.C. 715.78(A)(1) the Liberty Nursing Health Care JEDD Board of Directors shall be composed of the following members:

	Representation	<u>Member</u>	Initial Term
A.	One member representing CHEVIOT	[Municipal Member]	1 Year
В.	One member representing Colerain	[Township Member]	2 Years
	Township.		
C	One member representing the	[Business Member]	3 Years
	owners of businesses located in the		
	Liberty Nursing Health Care JEDD.		
D.	One member representing persons	[Worker Member]	4 Years
,	working within the Liberty Nursing Health	Care JEDD.	,
E.	One member selected by the members	[Chairperson]	4 Years
	designated in subparagraphs (A) through		, e
	(D) above. This member shall serve as		
	Chairperson.	. •	. •

Initial terms as prescribed by R.C. 715.78(A) are indicated. Thereafter, terms for each member shall be four (4) 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 (2) consecutive terms on the board.

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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 COLERAIN 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 COLERAIN TOWNSHIP Trustees shall select the Business Member and the Worker Member whom shall be a business owner with a business located in the Liberty Nursing Health Care JEDD and whom shall be a person working within the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD 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 furthermore 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 Liberty Nursing Health Care JEDD funds allocated to the Board according to procedures

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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 (24) hours advanced notice to all Members.

The Board of Directors may adopt a) policies, b) procedures, and c) 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 the Liberty Nursing Health Care JEDD including but not limited to progress on intended improvements, development activities, services to the Liberty Nursing Health Care JEDD, and reports pertaining to the Liberty Nursing Health Care JEDD, planning affecting the Liberty Nursing Health Care JEDD, adequacy of services to the Liberty Nursing Health Care JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Liberty Nursing Health Care JEDD. 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 Liberty Nursing Health Care JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

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IMAGE 3626

The Township's Assistant 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, the Township may appoint a Secretary.

The Secretary shall keep minutes of Board meetings and resolution 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 Liberty Nursing Health Care JEDD 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 Section 13-14. 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 Liberty Nursing Health Care JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD 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

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IMAGE 3627

provide for the payment of operating expenses associated with Board activities and operation of the Liberty Nursing Health Care JEDD. 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 (2) 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 Liberty Nursing Health Care JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Liberty Nursing Health Care JEDD programs. The Board may also accept contributions in money or in kind for Liberty Nursing Health Care JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Liberty Nursing Health Care JEDD 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 including, but not limited to, granting tax credits pursuant to ORC §718.51, §718.151, and other pertinent sections of the Ohio Revised Code. 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.

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- 17. Income Tax This contract grants the Liberty Nursing Health Care JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Liberty Nursing Health Care JEDD territory at a maximum rate of two (2%) percent based on:
 - a. income earned by persons working within the Liberty Nursing
 Health Care JEDD (the "Earnings Tax Portion");
 - b. net profits of businesses located within the Liberty Nursing Health

 Care JEDD (the Net Profits portion). The income tax of the

 district shall follow the provisions of Chapter 718 of the Revised

 Code, except that no vote shall be required. (See Section

 715.74(C)(a)).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Liberty Nursing Health Care JEDD; 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 the Liberty Nursing Health Care JEDD, 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 the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by CHEVIOT or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of CHEVIOT Income Tax Ordinance No. 13-14, 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

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may be amended from time to time, which are not applicable to taxation within the Liberty

Nursing Health Care JEDD; 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 income 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 not to exceed ninety (90) days after said resolution.

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 the Liberty Nursing Health Care JEDD. CHEVIOT's Director of Finance or his designee shall serve as the Tax Administrator of the income tax derived from the Liberty Nursing Health Care JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Liberty Nursing Health Care JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the Liberty Nursing Health Care JEDD 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 declaratory judgment regarding disputed interpretation and applicability of the CHEVIOT Income Tax Ordinance within the Liberty Nursing Health Care JEDD. The Tax Administrator is

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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 the Liberty Nursing Health Care JEDD in any way pertaining to the income taxation within the Liberty Nursing Health Care JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Liberty Nursing Health Care JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Liberty Nursing Health Care JEDD operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Tax Administrator shall pay one (1%) per cent of the gross income 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 (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net income tax revenue.

The levy of the income 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

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the income tax is levied, the Board of Directors is not authorized to cease the levy of the income 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 profit portion of the Liberty Nursing Health Care JEDD income tax and earnings tax portion of the Liberty Nursing Health Care JEDD less (i) the amount allocated for the long-term maintenance of the Liberty Nursing Health Care JEDD as provided in the second paragraph of this Section 17, (ii) the amount placed in escrow as provided in the eighth paragraph of this Section 17, and (iii) the amount necessary to pay the costs of administering, collecting and enforcing the income tax whether incurred by the City or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City and the Liberty Nursing Health Care JEDD. This definition is applicable to the total income tax.

The Tax Administrator is authorized and may contract on behalf of the Liberty Nursing Health Care JEDD with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Liberty Nursing Health Care JEDD income tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the Liberty Nursing Health Care JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. Primacy - The Liberty Nursing Health Care JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Liberty Nursing Health Care JEDD notwithstanding provisions of the CHEVIOT Income Tax Ordinance which may be adopted to the contrary.

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IMAGE 7632

19. Revenue Distribution- Net tax revenue from the COLERAIN TOWNSHIP

Liberty Nursing Health Care JEDD shall be paid at least monthly to COLERAIN TOWNSHIP

and the City of CHEVIOT, according to the following formula:

CITY OF CHEVIOT:

10% of Net Revenues

COLERAIN TOWNSHIP:

90% of Net Revenues

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 the Colerain

Township Liberty Nursing Health Care JEDD 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 -The Township shall reimburse the developer for the construction and improvement of a sanitary sewer extension in the District and will provide for such infrastructure it deems appropriate to provide an improved transportation network to benefit the Liberty Nursing Health Care JEDD.

The Township shall furthermore provide expanded public services to the Liberty Nursing Health Care JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth.

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IMAGE 3633

The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Liberty Nursing Health Care JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned.

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 the Liberty Nursing Health Care JEDD, the contracting parties, Hamilton County, and the State of Ohio.

B. CHEVIOT - CHEVIOT shall upon request of the Liberty Nursing Health Care

JEDD Board provide financial services to the Secretary for analysis of economic activity

affecting the Liberty Nursing Health Care JEDD.

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 the Liberty Nursing Health Care JEDD. CHEVIOT has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

C. If the income tax levied by the Liberty Nursing Health Care JEDD Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final,

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non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties 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 (e.g., 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 Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

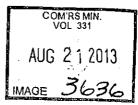
24. Third Party Service Providers

A. Water - The City of Cincinnati supplies public fresh water distribution to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township

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may establish special assessment procedures for the levy and collection of assessments to recover 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 the Liberty Nursing Health Care JEDD.

- B. Sanitary Sewer The Metropolitan Sewer District supplies sanitary sewer service to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township may establish special assessments 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 the Liberty Nursing Health Care JEDD.
- is the utility supplier of electric and natural gas to the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory.



- 25. Annexation CHEVIOT shall not annex any property located in COLERAIN TOWNSHIP so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.
- 26. Real Property Taxation The creation of the Liberty Nursing Health Care

 JEDD shall not be construed to affect real property taxation within the Liberty Nursing Health

 Care JEDD territory and shall not affect the Township's distributive share of real property tax

 revenue.
- 27. Filing The COLERAIN TOWNSHIP Administrator shall file this Contract with the Director of Development after it becomes effective.
- 28. Recording The COLERAIN TOWNSHIP Administrator shall record this

 Contract, together with certified copies of the resolution 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

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IMAGE 3637

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 the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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. In no event will any amendment increase the rate of taxation above two (2%) percent. 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.

- 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 (60) days in which to cure the

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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 (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) 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 -

- a. This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:
 - 1. The legislative actions of the contracting parties must become effective within ninety (90) days of one another;

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- 2. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- 3. The termination agreement shall provide for distribution (if applicable) of the undistributed income tax revenue derived from the Liberty Nursing Health Care JEDD to the parties to this Contract.
- b. In the event that any improvement projects associated with the

 Liberty Nursing Health Care JEDD 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.
- c. 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. COLERAIN TOWNSHIP Trustees
 Colerain Township Administration Building
 4200 Springdale Rd.
 Cincinnati, OH 45251

Attn: Township Administrator, James Rowan

COM RS MIN.
AUG 2 1 2013
IMAGE 36 40

With a copy to:

Colerain Township Law Director:

Lawrence E. Barbiere, Esq.

Schroeder, Maundrell, Barbiere & Powers 5300 Socialville Foster Road, Suite 200

Mason, Ohio 45040

B. CITY OF CHEVIOT 3814 Harrison Avenue Cheviot, Ohio 45211

Attn:

Mayor Samuel D. Keller

With a copy to:

City of Cheviot Law Director:

Mark G. Waters, Esq.

via email: mwaters@cheviot.org

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., 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 COLERAIN TOWNSHIP Trustees and the City of CHEVIOT, have caused this Contract to be duly executed by their authorized officers.

COLERAIN TOWNSHIP BOARD OF TOWNSHIP TRUSTEES

James Rowan, Administrator

(Pursuant to Authority of Resolution No. 13-72)

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IMAGE 364/

Lawrence E. Barbiere,

Colerain Township Law Director

STATE OF OHIO COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named COLERAIN TOWNSHIP TRUSTEES, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, James Rowan, by authority of Resolution No. 13-72 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 h day of AUGUST , 2013.	ereunto set my hand and official seal, this
WIND ALL	fle flelly
Attorney At Law NOTARY PUBLIC	
My Commission Has	ITY OF CHEVIOT, OHIO
No Expiration Date Section 147.03 O.R.C	y: Xamuel D Xeller Samuel D. Keller, Mayor
1/2/1	(Pursuant to authority of Ordinance No. 13-14)
Mark G. Waters, Law Director	
City of Cheviot, Ohio	
STATE OF OHIO	
COUNTY OF HAMILTON:	

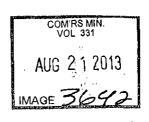
Before me, a Notary Public, in and for said county, personally appeared the above named CITY OF CHEVIOT, State of Ohio, by its duly authorized Mayor, Samuel D. Keller, by authority of Ordinance No. 13-14, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 2nd day of _______, 2013.

Notary Public

Mark G. Waters Attorney at Law

My Commission has no expiration



JULY 1, 2010

LEGAL DESCRIPTION 19.2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

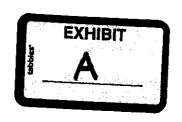
BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP: THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

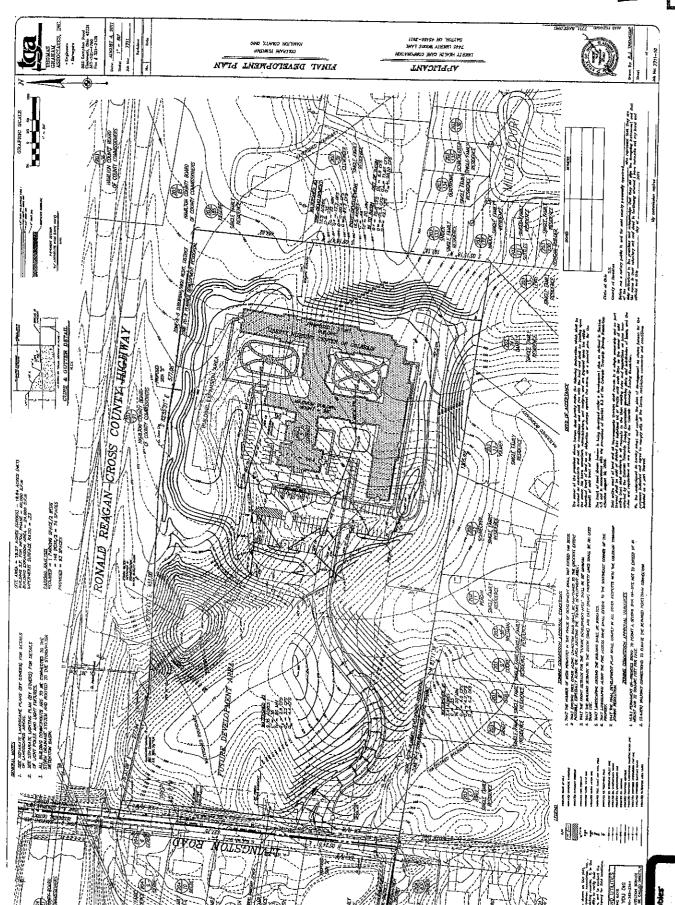
05-0071A-19.2698AC.DOC



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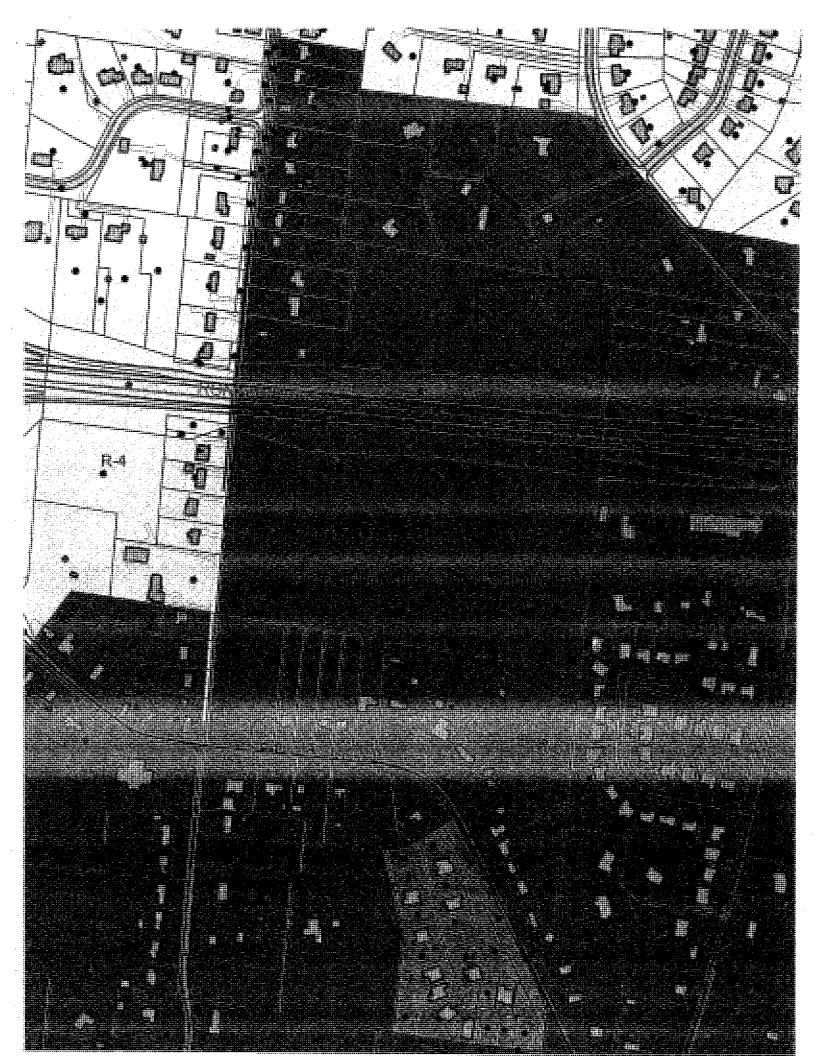
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IMAGE 3643



EXHIBIT





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AUG 2 1 2013

IMAGE 5645

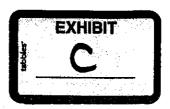
Economic Development Plan Liberty Nursing Health Care Joint Economic Development District

The Economic Development Plan (Plan) for the Liberty Nursing Health Care JEDD 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). Directors of the District will use all revenue accumulated through the operation of the District consistent with the terms and conditions of the incorporating documents of the District.

Generally, the Plan for the District involves a cooperative environment between the public and the private sectors. The District will use all-economic tools available to attract, sustain and enhance job creation, economic development and the quality of life for residents of Colerain Township, the City of Cheviot, and Hamilton County, including but not limited to:

- 1. Earnings Tax
- 2. Developer Contributions

Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



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Page -2-

- The Plan will include a mix of revenues generated from sources such as:
 - o Earnings Tax

o Developer Contributions

The Developer will provide an infrastructure that is conducive

to positive economic growth

 The Township through revenues received from the improvements within the District shall distribute revenue to the Colerain Township CIC over the course of the Plan in order to further promote economic development.

The nature of Plan is "fluid" and the Directors should view the Economic Plan as a framework. The availability of revenue based upon the rate at which the development occurs will dictate the ability of the District to make improvements to the public infrastructure and promote economic development and job creation.

Schedule for Collection of Income Tax:

The Contract provides that the District will levy an income tax of 2% as set forth in Section 17 of the Contract. The income tax is effective and collection shall commence on the 1st day of the month following the Board's adopting Resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said Resolution. The City of Cheviot shall administer, collect and enforce the tax on behalf of the Liberty Nursing Health Care JEDD all in accordance with Section 17 of the Contract.



RESOLUTION 13-17-RESOLUTION APPROVING THE COLERAIN TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT 1 CONTRACT

special

The Colerain Township Board of Trustees, Hamilton County, Ohio, met in regular session on July 30, 2013, with the following members present:

Dennis P. Deters Jeffrey F. Ritter Melinda Rinehart

moved to adopt the following resolution:

WITNESSETH:

WHEREAS, The City of Cheviot (the "City") and Colerain Township (the "Township") have negotiated and intend to enter into the Colerain Township-City of Cheviot Joint Economic Development District 1 Contract to create the Liberty Nursing Health Care JEDD (the "District") in accordance with Sections 715.72 to 715.81 of the Ohio Revised Code for the their mutual benefit, for the benefit of Hamilton County, and for the benefit of the State of Ohio; and

WHEREAS, the Joint Economic Development District will promote economic development in Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio;

NOW, THEREFORE, BE IT RESOLVED by the Colerain Township Board of Trustees as follows:

Section 1. The Board finds and determines that (i) the Township held a public hearing concerning the Contract at 5.30 p.m. on July 30, 2013, in accordance with Section 715.75 of the Ohio Revised Code, (ii) thirty (30) days public notice of the time and place of that public hearing was provided in the

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nu man	
a newspaper of general circulation in Hamilton County, Cole	rain
wnship, and the City of Cheviot, (iii) during the thirty (30) day period prior to that	
blic hearing a copy of the text of the Contract together with a description of the a	геа
areas to be included in the District (including a map), and an Economic Develop	ment
an, in accordance with Section 715.75(C) of the Ohio Revised Code were on file	for
blic examination in the Office of the Fiscal Officer of Colerain Township, (iv) mind	or
odifications of the Contract have been made based upon public comment and	
commendations made during the 30 days prior to the hearing and pursuant to the	€
blic hearing, and (v) the Contract is on file with the Fiscal Officer of Colerain	
wnship,	

Marsay Hi

Section 2. The Board finds that the conditions set forth in Section 715.77(A)(1)(a), (b), and (c) of the Ohio Revised Code have been satisfied. The Board therefore invokes its authority pursuant to Section 715.77(A)(1) to not submit this resolution approving the Contract to the electors of the Township. The Board approves the Contract now on file with the Fiscal Officer and authorizes the Township Administrator and the Law Director to sign the Contract.

Section 3. A copy of the text of the Contract and other documents referred to in Section 1 shall remain on file in the Office of the Fiscal Officer.

Section 4. The Township Administrator is authorized, on behalf of the Township, to file or cause to be filed, jointly with the City of Cheviot, with the legislative authority of Hamilton County, (i) a signed copy of the Contract, (ii) a description of the area or areas to be included in the District, including a map, (iii) the Economic Development Plan as described in Section 715.75(C), (iv) a certified copy of this Resolution, (v) a signed certificate from Colerain Township that the public hearing has been held, the date of such hearing, and evidence of the publication of the notice of such hearing, (vi) a petition signed by the majority of the owners of the property located within the area or areas to be included in the District, and (vii) if applicable, a petition signed by the majority of the owners of businesses located within the area or areas to be included in the District.

Section 5. The Township Administrator is authorized to take such actions, or to cause such actions to be taken, on behalf of the Township, including signing



agreements or other instruments contemplated by the Contract or deemed necessary or appropriate by the Law Director, in order to achieve approval of the Contract within the City of Cheviot and to accomplish the purposes of this Resolution and the Contract.

That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Colerain Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

This Board upon majority vote does hereby dispense with the Section 7. requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby authorizes the adoption of this Resolution upon its first reading.

This Resolution shall take effect on July 30 Section 8. 2013, or on the earliest date allowed by law.

seconded the Motion to adopt the RESOLUTION.

On the roll call being called, the vote resulted as follows:

. Deters

F. Ritter

Melinda Rinehart

ATTEST:

Approved as to form

Colerain Township Law Director

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CERTIFICATION

I, Heather E. Harlow, Fiscal Officer of Colerain Township, do hereby certify as official custodian of the records of Colerain Township, Hamilton County, Ohio, that the foregoing is taken and copied from the Record of Proceedings of Colerain Township and that the same is a true and accurate copy of the original on file in the township hall at 4200 Springdale Road, Cincinnati, OH 45251.

Heather E. Harlow, Fiscal Officer

AUG 21 2013

CERTIFICATE OF COLERAIN TOWNSHIP

This certifies that Colerain Township held the public hearing required by R.C. 715.75 with respect to the Joint Economic Development District. The hearing was held July 30, 2013. Attached to this Certificate is a copy of the Notice of Hearing which was published in a newspaper of general circulation in Hamilton County.

COLERAIN TOWNSHIP

Frank Birkenhauer,

Assistant Township Administrator

Affidavit of Publication

Publisher's Fee 276.09 Affidavit Charge 10.00

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State of Ohio

SS.

Hamilton County

Personally appeared

Janice Colston

Of the The Enquirer, a newspaper printed in Cincinnati, Ohio and published in Cincinnati, in said County and State, and of general circulation in said county, and as to the Kentucky Enquirer published in Ft. Mitchell, Kenton County, Kentucky, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

6/28/13

Cincinnati Enquirer

Kentucky Enquirer

Cincinnati.Com

PUBLIC NOTICE
Special Meeting July 30th, 2013
The Colerain Township Board of Trustees will hold a Public blearing at 5:30
g.m., July 30, 2013 in the Colerain Township, Trustee's Chamber, located at 4200. Springdale Road, Colerain Township, Ohio 45251.

The public hearing will take place at a special meeting of the Colerain Tewnship Board of Trustees for the purpose of considering a resolution to approve a contract with the City of Cheviol to create a Joint Economic Development District.

The proposed contract along with a The proposed contract along with a description of the area to be included in the district, a map of the area to be included in the district, a map of the area to be included in the district, and an economic development plan for the district are available for public inspection in the office of the Fiscal Officer of Colerain Township at 4200 Springdale Road, Colerain Township, Ohio during daily business hours beginning with the date of publication of this Notice through and including the date of the public hearing. 1001768925 public hearing.

AFFIANT Sworn to before me, this

y Public of Ohio

Cryst | Williams Notary Public, State of Ohio My Commission Expires 08-24-2015 To Place a Classified Ad Call: 513-421-6300

Order Confirmation: Ad# 1001768925

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Recorder

Because community matters.

Press Because community matters.

COLERAIN TOWNSHIP ADMINISTRATI

4200 SPRINGDALE RD

CINCINNATI OH 45251-1419 USA

513-385-7500

604218

Sales Rep.

jeilerma

Order Taker jellerma

Ordered By

Lindsay Hemlers PO Number

Meeting, Cheviot JEDD

Customer Fax

Customer EMail

lhelmers@coleraintwp.org

Invoice Text

emalled Jen 6/26

Ad Size

1,0 X 41 Li

Color

Pick Up

<NONE>

Sort Text

2013-06-26 12:47:57

Total Amount \$276.09

Payment Method

Amount Due

\$276.09

Payment Amoun

\$0,00

Product

Classified Mon-Tues::

Legal

Placement/Classification

0075-Legal Advertising

0075-Legal Advertising

Start Date

6/28/2013

6/28/2013

1

Inserts

Cincinnati.com::

Legal

Actual Size

PUBLIC NOTICE PUBLIC NOTICE

Special Meeting July 30th, 2013

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The proposed contract along with a description of the area to be included in the district, a map of the area to be included in the district, and an economic development plan for the disnomic development plan for the dis-trict are available for public inspection in the office of the Fiscal Officer of Colerain Township at 4200 Springdale Road, Colerain Township, Ohio during daily business hours beginning with the date of publication of this Notice through and including the date of the public hearing. 1001768925

200% Enlargement

PUBLIC NOTICE

Special Meeting July 30th, 2013 The Colerain Township Board of Trustees will hold a Public Hearing at 5:30 p.m., July 30, 2013 in the Colerain Township Trustee's Chamber located at 4200 Springdale Road, Colerain Township, Ohio 45251.

The public hearing will take place at a special meeting of the Colerain Township Board of Trustees for the purpose of considering a resolution to approve a contract with the City of Cheviot to create a Joint Economic Development District.

The proposed contract along with a description of the area to be included in the district, a map of the area to be included in the district, and an economic development plan for the district are available for public inspection in the office of the Fiscal Officer of Colerain Township at 4200 Springdale Road, Colerain Township, Ohio during daily business hours beginning with the date of publication of this Notice through and including the date of the public hearing. 1001768925

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CITY OF CHEVIOT STATE OF OHIO



ORDINANCE NO. 13 – 14

TO APPROVE THE CREATION OF A JOINT ECONOMIC DEVELOPMENT DISTRICT WITH COLERAIN TOWNSHIP, OHIO, TO BE KNOWN AS THE "LIBERTY NURSING HEALTH CARE" JOINT ECONOMIC DEVELOPMENT DISTRICT.

WHEREAS, the City of Cheviot, having previously published the required notice in a newspaper of general circulation in the City of Cheviot, held a public hearing on the proposed Joint Economic Development District in order to invite public comment about the proposal; and

WHEREAS, the council of the City of Cheviot believes that the proposed Joint Economic Development District is 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, THAT:

<u>Section 1</u>. The Joint Economic Development District, created by the City of Cheviot and Colerain Township, to be known as the Liberty Nursing Health Care Joint Economic Development District near Cross County Highway, is hereby approved. The terms of the Joint Economic Development District are attached hereto as "Exhibit 1" and made a part hereof as is fully rewritten herein.

<u>Section 2</u>. Upon review and approval of the Law Director, the Mayor is authorized and directed to sign the Joint Economic Development District agreement on behalf of the City of Cheviot

Section 3. This ordinance shall become effective at eth earliest time permitted by law.

Deborah M. Slaughter

President of Council

Date passed

Samuel D. Keller Mayor Attest: APPROVISO, AS TO FORM: LAW DIRECTOR Clerk of Council **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, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates: 2013, and

Jenny M. Eilermann Clerk of Council



COLERAIN TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT I CONTRACT

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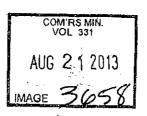
IMAGE 3657

The contracting parties hereby enter into this Contract to create the COLERAIN

TOWNSHIP Joint Economic Development District (Liberty Nursing Health Care) pursuant to
lawful authority and for good and valuable consideration as more fully set forth:

- 1. Parties The contracting parties are:
- A. Colerain Township Trustees [hereinafter sometimes referred to as "Township"] and
 - B. City of CHEVIOT [hereinafter sometimes referred to as "CHEVIOT"]
- 2. Recitals The contracting parties are creating the COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] for the purpose of facilitating economic development, to create and preserve jobs and employment opportunities, and to improve the economic welfare of the people in COLERAIN 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 Liberty Nursing Health Care 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 development to occur within the proposed Liberty Nursing Health Care JEDD territory. 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 The COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] is located entirely within COLERAIN TOWNSHIP, Clermont County; Ohio. The Liberty Nursing Health Care JEDD is located at the intersection of Livingston and Blue Rock Roads and is further described by parcel number 510-0203-0005-00.
- 5. Nexus COLERAIN TOWNSHIP is contiguous to the territory of a township, municipal corporation, or county that is contiguous to the City of CHEVIOT. The Liberty Nursing Health Care JEDD is located entirely within COLERAIN TOWNSHIP. CHEVIOT and COLERAIN 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. Liberty Nursing Health Care JEDD Criteria The areas to be included in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD meet all of the following criteria:
 - A. The areas are located entirely within COLERAIN TOWNSHIP;
- B. No electors reside within the area on the effective date of this Contract and the area is zoned in a manner appropriate to the function of the district; 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 the COLERAIN TOWNSHIP Liberty
 Nursing Health Care JEDD consist of 1 parcel and is referred to as the Liberty Nursing Health
 Care JEDD territory. The following area is to be included in the COLERAIN TOWNSHIP



Liberty Nursing Health Care JEDD:

LEGAL DESCRIPTIONS - S	See Exhibit A	attached.
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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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

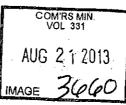
8. Zoning - The Liberty Nursing Health Care JEDD territory is zoned PDR use pursuant to the COLERAIN TOWNSHIP Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit A attached.

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 Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Liberty Nursing Health Care JEDD territory (or any parcels contained herein), or to amend the COLERAIN TOWNSHIP Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the COLERAIN TOWNSHIP Zoning Resolution as currently in effect or as amended from time to time.

9. Economic Development Plan - The contracting parties approve and ratify

COLERAIN TOWNSHIP'S Economic Development Plan for the Liberty Nursing Health Care



JEDD territory. See Exhibit C Economic Development Plan Liberty Nursing Health Care Joint Economic Development District 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, creating and preserving jobs and employment opportunities, and to improve the economic welfare of the people of Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio.
- 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 COLERAIN TOWNSHIP Trustees and the Council for CHEVIOT have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. Adoption - For adoption to occur, a majority of the owners of property (land) located in the Liberty Nursing Health Care JEDD territory and a majority of the owners of businesses located in the Liberty Nursing Health Care JEDD territory shall submit their petitions supporting creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD.

After adoption of the resolution and ordinances approving this Contract to create the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county

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within which a 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 the Liberty Nursing Health Care

 JEDD, 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 C;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Liberty Nursing Health Care JEDD;
- 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 the Liberty Nursing Health Care JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Liberty Nursing Health Care JEDD.

COLERAIN TOWNSHIP shall give timely notice (not later than ten (10) days after filing) by certified mail to:

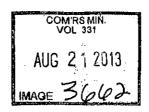
- A. those owners of property (land) located in the areas comprising the Liberty

 Nursing Health Care JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the Liberty Nursing

 Health Care JEDD territory who did not sign the petition.

COLERAIN TOWNSHIP Resolution No. _____ approving the creation of the Liberty

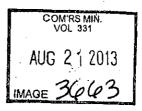
Nursing Health Care JEDD and authorizing the proposed Contract is not required to be



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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD is zoned in a manner appropriate to the function of the proposed district.
- 13. Effective Date The creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) 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, 2043. The contracting parties may by mutual consent extend this Contract for two (2) terms of ten (10) 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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory. Therefore according to R.C. 715.78(A)(1) the Liberty Nursing Health Care JEDD Board of Directors shall be composed of the following members:

	Representation	<u>Member</u>	<u>Initial Term</u>
A.	One member representing CHEVIOT	[Municipal Member]	1 Year
B.	One member representing Colerain	[Township Member]	2 Years
	Township.		
C.	One member representing the	[Business Member]	3 Years
	owners of businesses located in the	•	
	Liberty Nursing Health Care JEDD.		·
D.	One member representing persons	[Worker Member]	4 Years
	working within the Liberty Nursing Health	Care JEDD,	
E. .	One member selected by the members	[Chairperson]	4 Years
	designated in subparagraphs (A) through		٠.
	(D) above. This member shall serve as		
٠.	Chairperson.		

Initial terms as prescribed by R.C. 715.78(A) are indicated. Thereafter, terms for each member shall be four (4) 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 (2) consecutive terms on the board.

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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 COLERAIN 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 COLERAIN TOWNSHIP Trustees shall select the Business Member and the Worker Member whom shall be a business owner with a business located in the Liberty Nursing Health Care JEDD and whom shall be a person working within the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD 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 furthermore 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 Liberty Nursing Health Care JEDD 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 (24) hours advanced notice to all Members.

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

affecting the Liberty Nursing Health Care JEDD including but not limited to progress on intended improvements, development activities, services to the Liberty Nursing Health Care JEDD, and reports pertaining to the Liberty Nursing Health Care JEDD, planning affecting the Liberty Nursing Health Care JEDD, adequacy of services to the Liberty Nursing Health Care JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Liberty Nursing Health Care JEDD. 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 Liberty Nursing Health Care JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

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The Township's Assistant 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, the Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings and resolution 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 Liberty Nursing Health Care JEDD 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 Section ______. 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 Liberty Nursing Health Care JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD 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

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provide for the payment of operating expenses associated with Board activities and operation of the Liberty Nursing Health Care JEDD. 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 (2) 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 Liberty Nursing Health Care JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Liberty Nursing Health Care JEDD programs. The Board may also accept contributions in money or in kind for Liberty Nursing Health Care JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Liberty Nursing Health Care JEDD 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 including, but not limited to, granting tax credits pursuant to ORC §718.51, §718.151, and other pertinent sections of the Ohio Revised Code. 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 Liberty Nursing Health Care JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Liberty Nursing Health Care JEDD territory at a maximum rate of two (2%) percent based on:
 - a. income earned by persons working within the Liberty Nursing

 Health Care JEDD (the "Earnings Tax Portion");
 - b. net profits of businesses located within the Liberty Nursing Health
 Care JEDD (the Net Profits portion). The income tax of the
 district shall follow the provisions of Chapter 718 of the Revised
 Code, except that no vote shall be required. (See Section
 715.74(C)(a)).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Liberty Nursing Health Care JEDD; 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 the Liberty Nursing Health Care JEDD, 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 the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by CHEVIOT or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of CHEVIOT Income Tax Ordinance No. _____, 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 the Liberty

Nursing Health Care JEDD; 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 income 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 not to exceed ninety (90) days after said resolution.

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
the Liberty Nursing Health Care JEDD. CHEVIOT's Director of Finance or his designee shall
serve as the Tax Administrator of the income tax derived from the Liberty Nursing Health Care
JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of
income tax revenues pending disbursement. All receipts shall be deposited to a separate Liberty
Nursing Health Care JEDD account that shall not be co-mingled with revenue from other
sources. Earnings on the Liberty Nursing Health Care JEDD 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
declaratory judgment regarding disputed interpretation and applicability of the CHEVIOT
Income Tax Ordinance within the Liberty Nursing Health Care JEDD. The Tax Administrator is

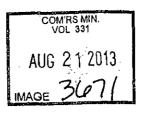
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authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Tax Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the Liberty Nursing Health Care JEDD in any way pertaining to the income taxation within the Liberty Nursing Health Care JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Liberty Nursing Health Care JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Liberty Nursing Health Care JEDD operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Tax Administrator shall pay one (1%) per cent of the gross income 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 (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net income tax revenue.

The levy of the income 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 income tax is levied, the Board of Directors is not authorized to cease the levy of the income 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 profit portion of the Liberty Nursing Health Care JEDD income tax and earnings tax portion of the Liberty Nursing Health Care JEDD less (i) the amount allocated for the long-term maintenance of the Liberty Nursing Health Care JEDD as provided in the second paragraph of this Section 17, (ii) the amount placed in escrow as provided in the eighth paragraph of this Section 17, and (iii) the amount necessary to pay the costs of administering, collecting and enforcing the income tax whether incurred by the City or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City and the Liberty Nursing Health Care JEDD. This definition is applicable to the total income tax.

The Tax Administrator is authorized and may contract on behalf of the Liberty Nursing Health Care JEDD with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Liberty Nursing Health Care JEDD income tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the Liberty Nursing Health Care JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy** - The Liberty Nursing Health Care JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Liberty Nursing Health Care JEDD notwithstanding provisions of the CHEVIOT Income Tax Ordinance which may be adopted to the contrary.

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19. Revenue Distribution- Net tax revenue from the COLERAIN TOWNSHIP

Liberty Nursing Health Care JEDD shall be paid at least monthly to COLERAIN TOWNSHIP

and the City of CHEVIOT, according to the following formula:

CITY OF CHEVIOT:

10% of Net Revenues

COLERAIN TOWNSHIP:

90% of Net Revenues

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 the Colerain Township Liberty Nursing Health Care JEDD 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 -The Township shall reimburse the developer for the construction and improvement of a sanitary sewer extension in the District and will provide for such infrastructure it deems appropriate to provide an improved transportation network to benefit the Liberty Nursing Health Care JEDD.

The Township shall furthermore provide expanded public services to the Liberty Nursing Health Care JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth.

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The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Liberty Nursing Health Care JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned.

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 the Liberty Nursing Health Care JEDD, the contracting parties, Hamilton County, and the State of Ohio.

B. CHEVIOT - CHEVIOT shall upon request of the Liberty Nursing Health Care

JEDD Board provide financial services to the Secretary for analysis of economic activity

affecting the Liberty Nursing Health Care JEDD.

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 the Liberty Nursing Health Care JEDD. CHEVIOT has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

C. If the income tax levied by the Liberty Nursing Health Care JEDD Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final,

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non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties 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 (e.g., 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 Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. Third Party Service Providers

A. Water - The City of Cincinnati supplies public fresh water distribution to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township

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may establish special assessment procedures for the levy and collection of assessments to recover 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 the Liberty Nursing Health Care JEDD.

- B. Sanitary Sewer The Metropolitan Sewer District supplies sanitary sewer service to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township may establish special assessments 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 the Liberty Nursing Health Care JEDD.
- c. Electric and Gas Service Duke Energy (fka Cincinnati Gas & Electric) is the utility supplier of electric and natural gas to the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory.

- 25. Annexation CHEVIOT shall not annex any property located in COLERAIN TOWNSHIP so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.
- 26. Real Property Taxation The creation of the Liberty Nursing Health Care

 JEDD shall not be construed to affect real property taxation within the Liberty Nursing Health

 Care JEDD territory and shall not affect the Township's distributive share of real property tax

 revenue.
- 27. Filing The COLERAIN TOWNSHIP Administrator shall file this Contract with the Director of Development after it becomes effective.
- 28. Recording The COLERAIN TOWNSHIP Administrator shall record this

 Contract, together with certified copies of the resolution 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

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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 the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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. In no event will any amendment increase the rate of taxation above two (2%) percent. 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.

- 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 (60) days in which to cure the

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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 (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) 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 -
 - a. This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:
 - 1. The legislative actions of the contracting parties must become effective within ninety (90) days of one another;

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- 2. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- 3. The termination agreement shall provide for distribution (if applicable) of the undistributed income tax revenue derived from the Liberty Nursing Health Care JEDD to the parties to this Contract.
- b. In the event that any improvement projects associated with the

 Liberty Nursing Health Care JEDD 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.
- c. 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. COLERAIN TOWNSHIP Trustees
 Colerain Township Administration Building
 4200 Springdale Rd.
 Cincinnati, OH 45251

Attn: Township Administrator, James Rowan

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With a copy to:

Colerain Township Law Director:

Lawrence E. Barbiere, Esq.

Schroeder, Maundrell, Barbiere & Powers 5300 Socialville Foster Road, Suite 200

Mason, Ohio 45040

B. CITY OF CHEVIOT 3814 Harrison Avenue Cheviot, Ohio 45211

Attn:

Mayor Samuel D. Keller

With a copy to:

City of Cheviot Law Director:

Mark G. Waters, Esq.

via email: mwaters@cheviot.org

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., 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 COLERAIN TOWNSHIP Trustees and the City of CHEVIOT, have caused this Contract to be duly executed by their authorized officers.

COLERAIN TOWNSHIP	BOARD	OF
TOWNSHIP TRUSTEES		

Ву:	
James Rowan, Administrator	
(Pursuant to Authority of Resolution No	.)

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IMAGE 3081

Lawrence E. Barbiere,	•	
Colerain Township Law Director		

STATE OF OHIO COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named COLERAIN TOWNSHIP TRUSTEES, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, James Rowan, 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 WH day of, 2013.	EREOF, I have hereunto set my hand and official seal, this
	Notary Public
	CITY OF CHEVIOT, OHIO
	By: Damuel D & Olles Samuel D. Keller, Mayor

Mark G. Waters, Law Director City of Cheviot, Ohio STATE OF OHIO COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above named CITY OF CHEVIOT, State of Ohio, by its duly authorized Mayor, Samuel D. Keller, by authority of Ordinance No. 13-14, 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 him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 2nd day of ______, 2013.

Notary Public

Mark G. Waters Attorney of Law

(Pursuant to authority of Ordinance No. 13-14)

My Commission has no expiration



JULY 1, 2010

19,2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

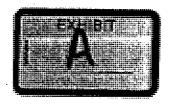
BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES 5UBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

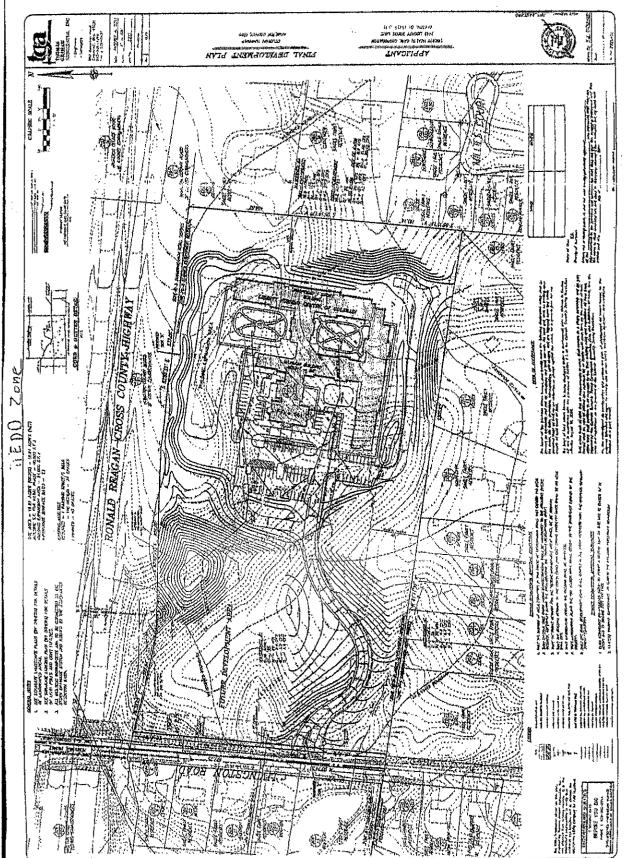
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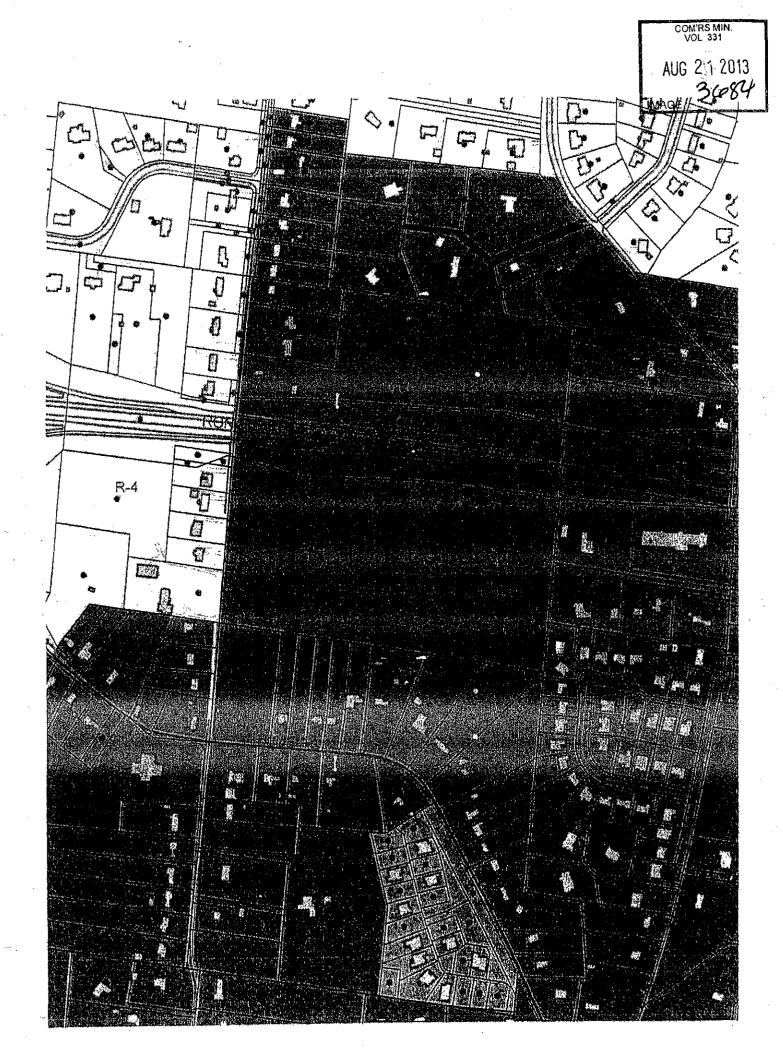
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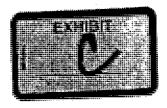
Economic Development Plan Liberty Nursing Health Care Joint Economic Development District

The Economic Development Plan (Plan) for the Liberty Nursing Health Care JEDD 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). Directors of the District will use all revenue accumulated through the operation of the District consistent with the terms and conditions of the incorporating documents of the District.

Generally, the Plan for the District involves a cooperative environment between the public and the private sectors. The District will use all-economic tools available to attract, sustain and enhance job creation, economic development and the quality of life for residents of Colerain Township, the City of Cheviot, and Hamilton County, including but not limited to:

- Earnings Tax
- 2. Developer Contributions

Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



COM RS MIN.
VOL 331

AUG 21 2013

IMAGE 3686

Page -2-

• The Plan will include a mix of revenues generated from sources such as:

o Earnings Tax

o Developer Contributions

The Developer will provide an infrastructure that is conducive

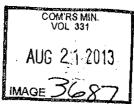
to positive economic growth

 The Township through revenues received from the improvements within the District shall distribute revenue to the Colerain Township CIC over the course of the Plan in order to further promote economic development.

The nature of Plan is "fluid" and the Directors should view the Economic Plan as a framework. The availability of revenue based upon the rate at which the development occurs will dictate the ability of the District to make improvements to the public infrastructure and promote economic development and job creation.

Schedule for Collection of Income Tax:

The Contract provides that the District will levy an income tax of 2% as set forth in Section 17 of the Contract. The income tax is effective and collection shall commence on the 1st day of the month following the Board's adopting Resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said Resolution. The City of Cheviot shall administer, collect and enforce the tax on behalf of the Liberty Nursing Health Care JEDD all in accordance with Section 17 of the Contract.



CERTIFICATE OF THE CITY OF CHEVIOT

This certifies that the City of Cheviot, Ohio, held the public hearing required by R.C. 715.75 with respect to the Joint Economic Development District. The hearing was held June 18, 2013. Attached to this Certificate is a copy of the Notice of Hearing which was published in a newspaper of general circulation in Hamilton County.

CITY OF CHEVIOT, OHIO

By: Thomas Braun

Thomas Braun, Safety Service Director

ethicanicor ethicanon

State of Ohio 56. **Hamilton County**

Personally applicated: Sue fortishever, of the Confidential Pess, and Returner Mercenengiasi puntu kamalikenekiya ji kenjingkan ji ji sen nda ciku minja sebuah perembah daljeki aje in said county, who being duly sworn, idesposely, and suit that the saviety sement of which he somewer is a true cour, has been published insultinews organs to nime. orice in each issue as follows: Sound, and State, and of guiteral circulation in this county, who being duly sworn. May 15, 2015.

- Western Hills Fress







To Place a Classified Ad Call: 513-421-6300







Because community matters.



Because community matters.

Order Confirmation: Ad# 1001761885

Sales Rep.

jeilerma

Order Taker jeilerma

Ordered By

PO Number

Customer Fax

Customer EMail jeilermann@cheviot.org

Invoice Text

Ad Size

Pick Up

1.0 X 16 Li

513-661-2700

406021

CITY OF CHEVIOT

3814 HARRISON AVE

CINCINNATI OH: 45211-4726 USA

Total Amount

Payment Methor

\$6.80

Amount Due

COM'RS MIN. VOL 331

AUG 211-2013

\$6.80

Payment Amoun

\$0,00

Product Placement/Classif		t/Classification	Start Date	# Inserts
CP Northeast::	Announcements	0555-Miscellaneous Notices		0
CP Northwest::	Announcements	0555-Miscellaneous Notices		0
CP West:;	Announcements	0555-Miscellaneous Notices	5/15/2013	1
communitypress.com::	Announcements	0555-Miscellaneous Notices	5/15/2013	1

Color

<NONE>

Sort Text

2147481023

Actual Size

PUBLIC NOTICE A public hearing will be held in council chambers at the City of Cheviot Administration Building, 3814 Avenue, Harrison Cheviot, Ohio 45211 on June 18, 2013 at 7:15 pm for the purpose of discussing the proposed Liberty Nursing Health Care JEDD with Colerain Township, 761885

200% Enlargement

A public hearing will be held in council chambers at the City of Cheviot Administration Building, 3814 Harrison Avenue. Cheviot. Ohio 45211 on June 18, 2013 at 7:15 pm for the purpose of discussing the proposed Liberty Nursing Health Care

JEDD with Colerain

Township. 761885

PUBLIC NOTICE

SSB dating

560 lost

9190

LOST-Cat F, white w/spots. No tall. Near Crest Rd b/t Pippin &

Hamilton Ave. HEWARD, 324-7181



040-740

Legals: 040-080 Clark of Courts Legal Service Legal Advertising 075 Probate Court Sheriff Sales 060 Service Directory 400-499

Financial: 510-525 Financial Services 525 Personal Coans Wanted 515

550-595 556 Free! 513-821-5058 558 Curious! 513-821-Dating Services Lost and Found Camelety Lots Private to struction

550 4500 Code 2904, 184 565 570 Greeting/Armounce Geliebyations Gerbyaoons 587 Special Events 590 Event Planners 592 Tickets 595 Travel Opportunities 575

usialitatises 345 390 Antiques 515 Antiques 515 Antiques 515 Banie Bables 517 Bioydea Mopeds 620 Brighte Miles Carlo 620 Business/Office Equip. 622 Camping Equipment 625 Christmas Trees 527 Collegiors Herrys 63D 632 Codeolors Hems 632
Computers 635
Electronics 640
Exercise/Sports Equip. 645
Farm Equipment 546
Flrewood/Fuel/Coal 647
Flea Markets 690
Food Hems/Froduce 648
Exercise/Coal 648

Games/Toys 650 685 BOND HILL-Multi 652 Vendor YARD 655 SALEJune 8th, 9am-4pm, Buy Sell Trade, 660 \$25Aable, Cell 513-662 \$66-4371 Community Garage Sales Health Aldes Home Furnishings Jewelry

Dogs Cats Birds Pets/Accessories Brios /15 Pets/Accessories 720 Horses & Equipment 730 Uvestock 740

SUE'S Daycare Colerein WhiteOax area. Loving caregiv-er, 25 yrs. exp. Hot meals, large yard. Ouring the school yeər, Ex. reis. 513-378-2781

B RID G E T O W N -CHILDCARE. 10yrs stp.CPP/first ald.Fod yd,Outings.Ref's avail. 513-546-6015

458 home health

HOSPITAL trained exp. caregiver, aveil for personal care. shopping, Dr's appl, etc. \$10/hr, 4 hr min.,

Bridgetown - Sal S/18, 8a-2p, 3519 Eyrich Rd, Stereo, furniture, locale, misc electrical items, misc household Will care for loved ones enytime, anyday, \$12/hr, 30 yrs exp. Pat, \$13-834-1610

463 landscape/ layor services

A.B.C, Lawn Service Mowing-Walk Edging Fertilizing - Seeding 513-736-4418

ii yuu're looking for buyuru, you're in the right neighborhood 513.242.4000

555 iniscellations | 565 cometery | 655 forme | 662 lawly and garden | 673 recreation | 680 vanited | 705 dogs

A public hearing will be held in council chambers at the City of Cheviol Administra-513-367-2067 of Cheviol Administra-tion Building, 9814 Harrison Avenue, Cheviol, Chilo 45211 on June 19, 2013 at 7:15 pm for the pur-pose of discussing the proposed Liberty Nursing Haulth Care JEDD with Coloraln Township, 761885

605 antiques

BURLINGTON ANTIQUE SHOW Boone Counly Fairgrounds Budington, KY Featured on Pac-

Hair Hay ill

632 collector's

S469-5799
Compare to Azbot-65000
3640 Work Rid, 4594 Eastgale;
Dayton, OH near Dayton Mal;
Florence Plaza, Florence,
Voil cut newest at
8740 Mason Mortgomery Rd.
Cas ne importermanufacture; COLLECTION of 8 million + sports cards & memorabilia. 5000+ autographed/ material hems, 765malerial flems, 765-698-4504 /547-1321

652 health aides

LOST-Cal. Abraham from Olde Gale Dr In from Olde Gate Dr in Springdale on May 10th, Thick orange labby coal, 13th, Nice personality, Has interochip & ID lag, Reward oftered. REMOTE BED \$995. REMOTE BED \$995, Remote recliner, green \$450, Walker \$50, Transport chair \$125, Baits bench seat \$60, Portable toilet \$35, \$13-451-8547 Please call 513-772-

> To place your BINGO ad call 513,242,4000

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Solid wood \$785
brase time \$99. Melai
\$996, in Stock, Lower
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Visit us at: LAWN MOWER-Toro Self propeled. Cost Sun Mouter-Air Self propeled. Cost Sun Mouter-Air Self for Carta, like new, \$80 ea \$170, like new, Rolo or 2 for \$150 casts, like new, \$80 ea \$178.563-8307 oc Inia 513-383-2785

SOFA, floral patiern, slot 22 in self propel-led key slart w/2b ING new, \$100, 27 index, Carlbards, Zenith Consol 1V edger, weedsater, \$50, \$13-\$21-2508 513-\$55-8851

TREES-Pine,
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to choose from High
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Tree Farm
Brookvills, Indiane SUCIALET

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Bunk 8eds 275 spiladas \$1,65

Bunkles (the very Best) 869

Than make-al afece avt 650

Dentar 50 mill 160m \$22

Hullends of Saudeis (1 \$29

Liv Am Sulles, 2 piece sols

rom \$199 rom \$399 End Thi Sets (50) from \$49 Gel set prem, queen \$493 Headboards - all sizes, https://doi.org/10.100/

663 kimber/building

OVERSTOCKED Construction Aggre-gate, Builds drives ways or parking lots: first load free, then \$2,00 per ton, 1" x O or 3" x 1", Call 219-207-0288

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for old Pockel Knives,
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Signs, neons, tins,
unusual Items &
Vintage motorcycle
memorabilla,
S13-S63-7193

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SUN MOUNTAIN

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GERMAN SHEPHERD Pups- AKC & CKC 7

POPE-AKO & CKO 7
who old, & 6 who old,
POP, must see, 1st
shole & vet chied 513.
704-2626

GOLDEN retreiver

6 week old AKC pup-pies \$500 SF, 2M, POP, vel ckd, 513-378-1328, 612-655-9412

ROTTWEILER Big & beautiful full-blooded

rollweller pups. 3 (e males left. Tail and

dew clawe removed. POP. \$450. For more Info call or lext (513) 600-1032,

720 pets/ nocessories

賽 ATTENTION

Ohio's Biggest A Gest REPTILE Sale & Show Buy, sell, Ivadel Sat. May 18,94-3p. Adulis \$4.00 10 & under \$1.00 Moose Lodge 11 1500 Demores! Rd, Columbus, Ohio 14-459-4261 614-457-4433 http://daibh.presell.edu.

Marie webs, com

680 wanted to buy

FI ALWAYS BUYING-Refired vel pays top cash for antiques and whitage items. Single item or complete es-tate 513-325-7206 at BUYER OF WWI, WWII. Civil War & Victnam 15 Superial Haptons & Super PINBALL MACHINE working or not, will pickup & pay cash, mcombs927 @luse.net 513-673-3274

W 1/2 Petrod Evel anter S Collectin Collectin turner Genico (r. com Des (Let Other Ada RINKS FLEA MARKET Treasure Chest! 9651 Hamilton Avi.45231 513-521-7465/ 410-5208

L00K 705 days

WANTED
CASH 4 JUNK CARS
TRUCKS AND VANS)
CALL TODAY!
GET CASH TODAY! BEANESE MTN DOG: pups, AKC, vet chkd, 1st shots, dewormed. Ready May 15th. F/\$800, M/\$700, 806-798-2131

Cane Corso Boys & Girls, \$400, Text Yolanda 513-551-9957 or BEST PRICES PAID call 513-834-9524

CHIHUAHUA PUPPIES B Wkz, purebred, shots & wormed, no papers \$150, Also Shih-apoo, 5 wks \$150. 513-317-4784

LOST 8 FOUND To place your 81966 ad 613.242.4000 tall \$13.742.4000

TO PLACE AN AD: Call 513.242.4000 or 859.283.7290 Today!



& Yard Sales Garage

King Prem Mail Sals 16" Uick \$499-\$799

383-2765

DELHI Thurs, 5/16-Sal, 5/18 Sam-2pm. 723 Serben Dr. Com-bring who house-holds. Too much stuff Household, Nurmbure, collectibles, crasting, rintage liners, small bods, small applian-ces, board game, worner's clothes, lad-dor, nautical them-lierus, much more! -Rain or shine, NO EARLY BIRDS, PLEASES.

PLEASE

Finneytown – 3 Family Sale, 5/17 & 5/18, 9-3, 1051 Spruceglen Or, Kids stuff, tools, crafts, much misc!

FINNEYTOWN--8827

HINDEYTOWN--8827 Monsanto Dr. May 18th & 19th, Barri Ipm. Lots of baby clothes, pack in play, carseal swing, much

Search ads online any day, any time @ CommunityClassified.com 685 garage 685 garage Sales 685 garage sales

Bridgetown/Miami Heights, Fri 5/17-Set 5/18 9a-Jp, 7524 Prestwick Court, Mudi Family Sale. Anti-ques, lots of Christmas-ilems, locks, clothes, golf clubs and much more! COLERAIN Fri & Sat 5/17&5/18,6e-1p, 5582 Dry Ridge Ad, Proceeds to locat animal rescue

units of home.

BRIGGETDWN Sat, DEER PARR
BY Sate 2383 3722 St. Johns TerBridgetown/Nismi way.

BRIGGETDWN Sat, Didney Fri, & Saturiday 9-3m
West rolling to the store of th

BRIDGETOWN Multi house sale. Hampton Pointe cui de sac. Sal 5/18, 9-12p.

BRIDGETOWN. STREET SALE Lawrence Rd., Sal, May 18, 6am-? Rain or Shine. Too much list!!!

Idens, kids dolfrieg, YARDVESTATE SALE
badding & misse:

May 18 9AM-9PM
May 18 Noon-PM
May 18 No BRIDGETOWN annual multi-family sale, off Devils Back-bone between Cleves Watsaw & Rapid Run Street Sale Markey Ct. 5/18, Sal, Ba-2p. ANNUAL GHEVIOTE ANNUAL GITY WIDE YARD SALE Exturely, June 1, Jan-2pm Rain of Shine

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DELHI 5/18 8am-1pm 5395 Prover Lane Mult-family - Depres-sion glass, Jim Beam decanters, household Items. Rain cancels until 5/25

| Secretion | Secr

COLLEGE Hit 5/17 & 5/16 9am til 2pm 1528 Willdou Ays., huge sals, huniture, girls', teens' and woman's clothes, books, hodsewares, morel

) ATTENTION

Omega Nu Tau

Sprority's

13th Annual Sale

All proceeds benefit local

children's charities.

3060 Springdale Rd

Sat., May 18, 9am-2pm

HAMILTON-571 New London Hoad May 18-19 FRIENDS OF LANE LIBRARIES rual Used Book Annual uses sook Sale Pfirman Center at Badin High School Hemilton, OH. Saturday May 18, 9-5 & Sunday May 19, Noon-3. All Day

MONFORT HGTS: 7 Family Sale, Fri., 5/17, 9-2, Sutters Mill's & Gold Dust off West Fork. Craiting sup-ples, spotting goods, purses, clothing, adjactibles, held liems, tafte saw, kids thans & rauch movel Sunday \$5. Bag Sale MULTERMILY HAMILTON-May 17th & 18th, 9am-1pm, Elk Run Subdivision Rt & & Elk Run Dr. things & much more!

To place your BINGO ad call 513,242,4000

665 garage sales

HARRISON-Moving, MOMFORT HEIGHTS
Everything must go, Sat S18/13 B:Soam Hahdd, misc, May 17- 12pm 3759 West Fork
16th, Sam-9 1001 Road, All About Miss
Store hitige Way Rain is houting a saleor stine or stine stage, household
HARIWELL
FIA Sal, May 17 A
16, Sam-Syan, 3835
Burns Ave, Tools, add
Burns Ave, Tools, add
Burns Ave, Tools, add

HARTWELL-Fri & Bal, May 17 & 16, 9am-3pm, 8335 Burns Ave, Tools, old cameras, key mach, VCR, books, misc, No eatlybirds!!!!!

HARTWELL Pichbothood Sale Neighbothood Sale, Sat, May 18, 8am-3pm, Burns, Decamp, Dixle, Wiswell, Woodsdale, Parkway & more!

Salei Saturday, Sept. 22 .9am ill 2:30pm. 3108 Geaver Ave. LANDEN/
MAINEVILLE:

DON'T
MISS THIS!
Thurs, Fri & Sal,
May 16, 17 & 18,

PLEASANT Hun Farms \$17-5/te 8:00 am 4:pm 11886 Gedarcreek Crivé, 3 day multiple family lamps, freezer, sm electrics, clothes, kilchen May 16, 17 & 18, 9am-5pm, 3281 South Cove-Cl., Commercial/restaux ant kitchen squlp., neon signs, comm. shelving, cutting boards, pizza leans, much mich more. poards, pizza Hams much much motel Electronics, lools, lishing gear, anti-ques, löl. Items, clothes & lots of misci

PRICE HILL 2 Family Said Sat & Sun, May 18 & 18, 10am 4pm, 4273 Deiridge Or, Lots of bargainsillii

HEADING.
Rummage Sale!
St John UCC,
729 Jefferson Ave,
(Near Benson) Fri.
9-Sp & Sal, 9-1p
Wide VARIETY! MASCN- Fri, May 17, 8am-3pm, Solder to Hutplars Green to 6478 Partidge Way. Wicker set, rockers, quilting supplies & rack, fax mach., Chris-tan fiction, turn., huge amount of misc.

RINKS FLEA MARKET Treasure Chest! 9651 Hamilton Am.(523) WYOMING 5/18-5/18 513-521-7465/928-6835 BAM-3PM Fleming Rd.

pest Namilion A-6333 MYOMMIG 5718-5716
510-521-7463/926-6635 BMA-0PM Fleming Rd.
Midf family all one gent of the second of grant Applications of grant Applications of grant Applications of grant personnel of the second of grant Applications of grant personnel of grant personnel

mis uneviol Masonic Center, 4353 West Fork Rd., Sal, May 18, 9am-2pm, set-up al 7:00am.

685 garage sales 685 garage Sales

Tate Sale, May 17th & 18th, Sem-2pm, 6869 Fountainebleau Terrace, Teacups, collectibles, 100 yr old -antiques, Everything

WEST CHESTER FIL Mt HEALTHY Augs 500am 200pm burg Lutheran Church, a Neighborhord Sale, 11972 Hamilion Ave, subdiv, off Typers/leplannsh of 125, eath Road, 175 to Typers/leplannsh of 125, eath Road, 175 to Typers/leplannsh of 1

WESTERN HILLS Timberchase HOA Neighbouhood Street Sale, Sat 5/18, 9a-1p, Work Rd Io L on South, R on Pickway

WESTWOOD 5/17-WESTWOOD 5/175/18 8am-1pm, 3741
Boudinot Multi Family
yard sale, Yoys video
games books dvds
dothes + lots more!

WESTWOOD - Fri 5/17-Sat 5/18 &a-2p, Multi Family Street Sale on Hulti Ave off of Boudinot, Rein or shing

WHITE GAX- Estate Sala Furniture + misc. WHITE uses.
Sale, Furniture + misc,
Salt May 18th, 9-2pm.
No earlybirds, 7905

for buyers, you're in the right

COM'RS MIN. VOL 331

AUG 21-2013

MAGE

810-950 ITASCA '86 - Made by Winnebago Industries, 34tt long, \$4000, Call 660 513-625-0072 Recreational

!

Wednesday, May 15, 2013

820 trailere

\$17,500 obo, \$13-741-8454

Amlanes IVI, Compan, Trains 820 850 metorcycles Off-Road Vehicles 830 Molorcycles 850 Buying Did Motorcycles From 60's & 70's., BMW,

Automolive Antique/Collector Care 930 British, Japanese & Olh-Autos Wanted 905 err. \$13-535-(75) Automobile Lease 945

Automobile Loans 943 HONDA VTX 1800C, 2009, 1275 Mile. Automobile Losas 943 2009, 1275 triles,
Automobile for Sale 950 many extres, \$8000,
Call \$13-702-0259 Parts, Repairs, Accs. 910 . Trucks/Rent, Lease 815 905 autos wanted Truck, Tractor/Trailer 920

Commercial Vehicles 922 Trucks/ 5UV's 935 Vans/Mini-Vans 940 Utility Trailers 902

000To Place Legal CALLI BUYING ALL YEMICLES Not Just Junk \$200-\$2000 and more. Fair cash ptice, quick plokup, \$13-662-4955 Advertising Call 513.242,4000

leadha: Irlán n Sain.

To place your BINGO ad c All \$13,242,4000



000

\$ \$ \$

WANTED)



JR'S WE BUY JUNK CARS A TRUCKS, OPEN 7 DAYS 5 5 5

ALL CARS &
TRUCKS WANTED
Day & night pickup.
Pay Less Auto Parts
Califord 513-827-

STOP STOP

Community Classified

by selling it

920 trucks, Tractor/ trailor

applicability for buyers, you're, ford Fe60 Fuel & 11 feet right 12 feet freek \$8.4 \times 4.4 \times 1.4 \times 1.4

513.242.4000 Sell it outcker closer to home





The undersigned owner of a **property** located in an area proposed to be Included in the Colerain Township-City of Cheviot Joint Economic Development District I hereby petitions the Colerain Township Trustees and the City of Cheviot to adopt the contract creating the District.

- A. A copy of the contract creating the District is attached hereto as Exhibit A and made a part hereof;
- B. This petition requests creation of the District in furtherance of economic development and improvement of economic welfare.

Owner Information

Owner Name:

Norbert E. Schwarz

Address:

3204 Blueacres Drive

Cincinnati, Ohio 45239

Phone:

(513) 923-4833

Property Description

Colerain Township, Ohiò

Address: Livingston Road

Parcel: Hamilton County Auditors: 510-0203-0005-00 and more particularly described in Exhibit B

attached hereto and made a part hereof.

Respectfully submitted,

Norbert E. Schwarz

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STATE OF OHIO

COUNTY OF HAMILTON SS:

Before me, a Notary Public, in and for said County, personally appeared the above-named Petitioner, Norbert E. Schwarz, who acknowledged that he did sign the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of Sure.



DAVONE' A. SHINKLE Notary Public, State of Ohio My Commission Expires March 17, 2014

Notary Public

My commission expires: March 17, 2014



COLERAIN TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT I CONTRACT

The contracting parties hereby enter into this Contract to create the COLERAIN

TOWNSHIP Joint Economic Development District (Liberty Nursing Health Care) pursuant to
lawful anthority and for good and valuable consideration as more fully set forth:

- 1. Parties The contracting parties are:
- A. Colerain Township Trustees [hereinafter sometimes referred to as "Township"] and
 - B. City of CHEVIOT [hereinafter sometimes referred to as "CHEVIOT"]
- 2. Recitals The contracting parties are creating the COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] for the purpose of facilitating economic development, to create and preserve jobs and employment opportunities, and to improve the economic welfare of the people in COLERAIN 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 Liberty Nursing Health Care 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 development to occur within the proposed Liberty Nursing Health Care JEDD territory. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.



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- 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 The COLERAIN TOWNSHIP Joint Economic Development District I

 [Liberty Nursing Health Care JEDD] is located entirely within COLERAIN TOWNSHIP,

 HAMILTON

 Cleration County, Ohio. The Liberty Nursing Health Care JEDD is located at

 LIVINGSTON ROAD

 and is further described by parcel number 510-0203-0005-00.
 - 5. Nexus COLERAIN TOWNSHIP is contiguous to the territory of a township, municipal corporation, or county that is contiguous to the City of CHEVIOT. The Liberty Nursing Health Care JEDD is located entirely within COLERAIN TOWNSHIP. CHEVIOT and COLERAIN 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. Liberty Nursing Health Care JEDD Criteria The areas to be included in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD meet all of the following criteria:
 - A. The areas are located entirely within COLERAIN TOWNSHIP;
 - B. No electors reside within the area on the effective date of this Contract and the area is zoned in a manner appropriate to the function of the district; 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 the COLERAIN TOWNSHIP Liberty
Nursing Health Care JEDD consist of 1 parcel and is referred to as the Liberty Nursing Health
Care JEDD territory. The following area is to be included in the COLERAIN TOWNSHIP

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IMAGE 3695

Liberty Nursing Health Care JEDD:

LEGAL DESCRIPTIONS - See Exhibit A attached.

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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

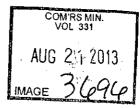
8. Zoning - The Liberty Nursing Health Care JEDD territory is zoned PDR use pursuant to the COLERAIN TOWNSHIP Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit A attached.

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 Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Liberty Nursing Health Care JEDD territory (or any parcels contained herein), or to amend the COLERAIN TOWNSHIP Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the COLERAIN TOWNSHIP Zoning Resolution as currently in effect or as amended from time to time.

9. Economic Development Plan - The contracting parties approve and ratify

COLERAIN TOWNSHIP'S Economic Development Plan for the Liberty Nursing Health Care



JEDD territory. See Exhibit C Economic Development Plan Liberty Nursing Health Care Joint Economic Development District 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, creating and preserving jobs and employment opportunities, and to improve the economic welfare of the people of Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio.
- 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 COLERAIN TOWNSHIP Trustees and the Council for CHEVIOT have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. Adoption - For adoption to occur, a majority of the owners of property (land) located in the Liberty Nursing Health Care JEDD territory and a majority of the owners of businesses located in the Liberty Nursing Health Care JEDD territory shall submit their petitions supporting creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD.

After adoption of the resolution and ordinances approving this Contract to create the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county

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within which a 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 the Liberty Nursing Health Care

 JEDD, 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 C;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Liberty Nursing Health Care JEDD;
- 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 the Liberty Nursing Health Care JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Liberty Nursing Health Care JEDD.

COLERAIN TOWNSHIP shall give timely notice (not later than ten (10) days after filing) by certified mail to:

- A. those owners of property (land) located in the areas comprising the Liberty

 Nursing Health Care JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the Liberty Nursing

 Health Care JEDD territory who did not sign the petition.

COLERAIN TOWNSHIP Resolution No. 13-72 approving the creation of the Liberty

Nursing Health Care JEDD 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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD is zoned in a manner appropriate to the function of the proposed district.
- 13. Effective Date The creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) 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, 2043. The contracting parties may by mutual consent extend this Contract for two (2) terms of ten (10) 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 the Liberty Nursing Health Care JEDD 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.

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IMAGE 3699

15. Board of Directors - Businesses will be located and persons will be working within the Liberty Nursing Health Care JEDD territory. Therefore according to R.C. 715.78(A)(1) the Liberty Nursing Health Care JEDD Board of Directors shall be composed of the following members:

	Representation	<u>Member</u>	Initial Term
A.	One member representing CHEVIOT	[Municipal Member]	1 Year
B.	One member representing Colerain	[Township Member]	2 Years
	Township.		
C.	One member representing the	[Business Member]	3 Years
	owners of businesses located in the		
. -	Liberty Nursing Health Care JEDD.		
D.	One member representing persons	[Worker Member]	4 Years
	working within the Liberty Nursing Health		
Ε.	One member selected by the members	[Chairperson]	4 Years
	designated in subparagraphs (A) through	-	·
	(D) above. This member shall serve as		•
	Chairperson.		.,

Initial terms as prescribed by R.C. 715.78(A) are indicated. Thereafter, terms for each member shall be four (4) 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 (2) consecutive terms on the board.

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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 COLERAIN 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 COLERAIN TOWNSHIP Trustees shall select the Business Member and the Worker Member whom shall be a business owner with a business located in the Liberty Nursing Health Care JEDD and whom shall be a person working within the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD 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 furthermore 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 Liberty Nursing Health Care JEDD funds allocated to the Board according to procedures

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IMAGE 3701

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 (24) hours advanced notice to all Members.

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

affecting the Liberty Nursing Health Care JEDD including but not limited to progress on intended improvements, development activities, services to the Liberty Nursing Health Care JEDD, and reports pertaining to the Liberty Nursing Health Care JEDD, planning affecting the Liberty Nursing Health Care JEDD, adequacy of services to the Liberty Nursing Health Care JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Liberty Nursing Health Care JEDD. 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 Liberty Nursing Health Care JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

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IMAGE 3 762

The Township's Assistant 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, the Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings and resolution 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 Liberty Nursing Health Care JEDD 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 Section 13-14. 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 Liberty Nursing Health Care JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD 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

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provide for the payment of operating expenses associated with Board activities and operation of the Liberty Nursing Health Care JEDD. 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 (2) 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 Liberty Nursing Health Care JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Liberty Nursing Health Care JEDD programs. The Board may also accept contributions in money or in kind for Liberty Nursing Health Care JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Liberty Nursing Health Care JEDD 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 including, but not limited to, granting tax credits pursuant to ORC §718.51, §718.151, and other pertinent sections of the Ohio Revised Code. 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.

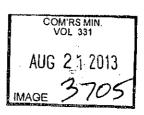
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IMAGE 3 704

- 17. Income Tax This contract grants the Liberty Nursing Health Care JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Liberty Nursing Health Care JEDD territory at a maximum rate of two (2%) percent based on:
 - income earned by persons working within the Liberty Nursing
 Health Care JEDD (the "Earnings Tax Portion");
 - b. net profits of businesses located within the Liberty Nursing Health
 Care JEDD (the Net Profits portion). The income tax of the
 district shall follow the provisions of Chapter 718 of the Revised
 Code, except that no vote shall be required. (See Section
 715.74(C)(a)).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Liberty Nursing Health Care JEDD; 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 the Liberty Nursing Health Care JEDD, 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 the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by CHEVIOT or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of CHEVIOT Income Tax Ordinance No. 13-14, 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 the Liberty

Nursing Health Care JEDD; 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 income 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 not to exceed ninety (90) days after said resolution.

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 the Liberty Nursing Health Care JEDD. CHEVIOT's Director of Finance or his designee shall serve as the Tax Administrator of the income tax derived from the Liberty Nursing Health Care JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Liberty Nursing Health Care JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the Liberty Nursing Health Care JEDD 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 declaratory judgment regarding disputed interpretation and applicability of the CHEVIOT Income Tax Ordinance within the Liberty Nursing Health Care JEDD. The Tax Administrator is

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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 the Liberty Nursing Health Care JEDD in any way pertaining to the income taxation within the Liberty Nursing Health Care JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Liberty Nursing Health Care JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Liberty Nursing Health Care JEDD operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Tax Administrator shall pay one (1%) per cent of the gross income 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 (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net income tax revenue.

The levy of the income 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

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the income tax is levied, the Board of Directors is not authorized to cease the levy of the income 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 profit portion of the Liberty Nursing Health Care JEDD income tax and earnings tax portion of the Liberty Nursing Health Care JEDD less (i) the amount allocated for the long-term maintenance of the Liberty Nursing Health Care JEDD as provided in the second paragraph of this Section 17, (ii) the amount placed in escrow as provided in the eighth paragraph of this Section 17, and (iii) the amount necessary to pay the costs of administering, collecting and enforcing the income tax whether incurred by the City or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City and the Liberty Nursing Health Care JEDD. This definition is applicable to the total income tax.

The Tax Administrator is authorized and may contract on behalf of the Liberty Nursing Health Care JEDD with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Liberty Nursing Health Care JEDD income tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the Liberty Nursing Health Care JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. Primacy - The Liberty Nursing Health Care JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Liberty Nursing Health Care JEDD notwithstanding provisions of the CHEVIOT Income Tax Ordinance which may be adopted to the contrary.

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IMAGE 3708

19. Revenue Distribution- Net tax revenue from the COLERAIN TOWNSHIP

Liberty Nursing Health Care JEDD shall be paid at least monthly to COLERAIN TOWNSHIP

and the City of CHEVIOT, according to the following formula:

CITY OF CHEVIOT:

10% of Net Revenues

COLERAIN TOWNSHIP:

90% of Net Revenues

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 the Colerain
Township Liberty Nursing Health Care JEDD 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 -The Township shall reimburse the developer for the construction and improvement of a sanitary sewer extension in the District and will provide for such infrastructure it deems appropriate to provide an improved transportation network to benefit the Liberty Nursing Health Care JEDD.

The Township shall furthermore provide expanded public services to
the Liberty Nursing Health Care JEDD, for example, police protection, fire protection, civil
defense, local government, administration, and so forth commensurate with economic growth.

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The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Liberty Nursing Health Care JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned.

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 the Liberty Nursing Health Care JEDD, the contracting parties, Hamilton County, and the State of Ohio.

B. CHEVIOT - CHEVIOT shall upon request of the Liberty Nursing Health Care

JEDD Board provide financial services to the Secretary for analysis of economic activity

affecting the Liberty Nursing Health Care JEDD.

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 the Liberty Nursing Health Care JEDD. CHEVIOT has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

C. If the income tax levied by the Liberty Nursing Health Care JEDD Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final,

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non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties 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 (e.g., 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 Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. Third Party Service Providers

A. Water - The City of Cincinnati supplies public fresh water distribution to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township

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may establish special assessment procedures for the levy and collection of assessments to recover 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 the Liberty Nursing Health Care JEDD.

- B. Sanitary Sewer The Metropolitan Sewer District supplies sanitary sewer service to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township may establish special assessments 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 the Liberty Nursing Health Care JEDD.
- C. Electric and Gas Service Duke Energy (fka Cincinnati Gas & Electric) is the utility supplier of electric and natural gas to the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory.



- 25. Annexation CHEVIOT shall not annex any property located in COLERAIN TOWNSHIP so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.
- 26. Real Property Taxation The creation of the Liberty Nursing Health Care

 JEDD shall not be construed to affect real property taxation within the Liberty Nursing Health

 Care JEDD territory and shall not affect the Township's distributive share of real property tax

 revenue.
- 27. Filing The COLERAIN TOWNSHIP Administrator shall file this Contract with the Director of Development after it becomes effective.
- 28. Recording The COLERAIN TOWNSHIP Administrator shall record this

 Contract, together with certified copies of the resolution 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

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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 the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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. In no event will any amendment increase the rate of taxation above two (2%) percent. 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.

- 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 (60) days in which to cure the

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IMAGE 3714

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 (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) 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 -

- a. This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:
 - 1. The legislative actions of the contracting parties must become effective within ninety (90) days of one another:

- 2. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- 3. The termination agreement shall provide for distribution (if applicable) of the undistributed income tax revenue derived from the Liberty Nursing Health Care JEDD to the parties to this Contract.
- b. In the event that any improvement projects associated with the

 Liberty Nursing Health Care JEDD 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.
- c. 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. COLERAIN TOWNSHIP Trustees
 Colerain Township Administration Building
 4200 Springdale Rd.
 Cincinnati, OH 45251

Attn: Township Administrator, James Rowan

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IMAGE 37/4

With a copy to:

Colerain Township Law Director:

Lawrence E. Barbiere, Esq.

Schroeder, Maundrell, Barbiere & Powers 5300 Socialville Foster Road, Suite 200

Mason, Ohio 45040

B. CITY OF CHEVIOT
3814 Harrison Avenue
Cheviot, Ohio 45211

Attn:

Mayor Samuel D. Keller

With a copy to:

City of Cheviot Law Director:

Mark G. Waters, Esq.

via email: mwaters@cheviot.org

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., 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 COLERAIN TOWNSHIP Trustees and the City of CHEVIOT, have caused this Contract to be duly executed by their authorized officers.

COLERAIN TOWNSHIP BOARD OF TOWNSHIP TRUSTEES

B₇₇

es Rowan, Administrator

(Pursuant to Authority of Resolution No. 13-72)

COM'RS MIN. VOL 331

AUG 211 2013

IMAGE 3717

Lawrence E. Barbiere,

Lawrence E. Barbiere,

Colerain Township Law Director

STATE OF OHIO COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named COLERAIN TOWNSHIP TRUSTEES, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, James Rowan, by authority of Resolution No. 13-72, 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.

Mark G. Waters, Law Director City of Cheviot, Ohio

STATE OF OHIO

COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named CITY OF CHEVIOT, State of Ohio, by its duly authorized Mayor, Samuel D. Keller, by authority of Ordinance No. 13-14, 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 him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 2013

day of ______, 2013.

Notary Public M

Mark G. Waters. Attorney of Law

My Commission has no expiration

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AUG 2 1 2013

IMAGE 3718

JULY 1, 2010

LEGAL DESCRIPTION 19.2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

05-0071A-19.2698AC.DOC

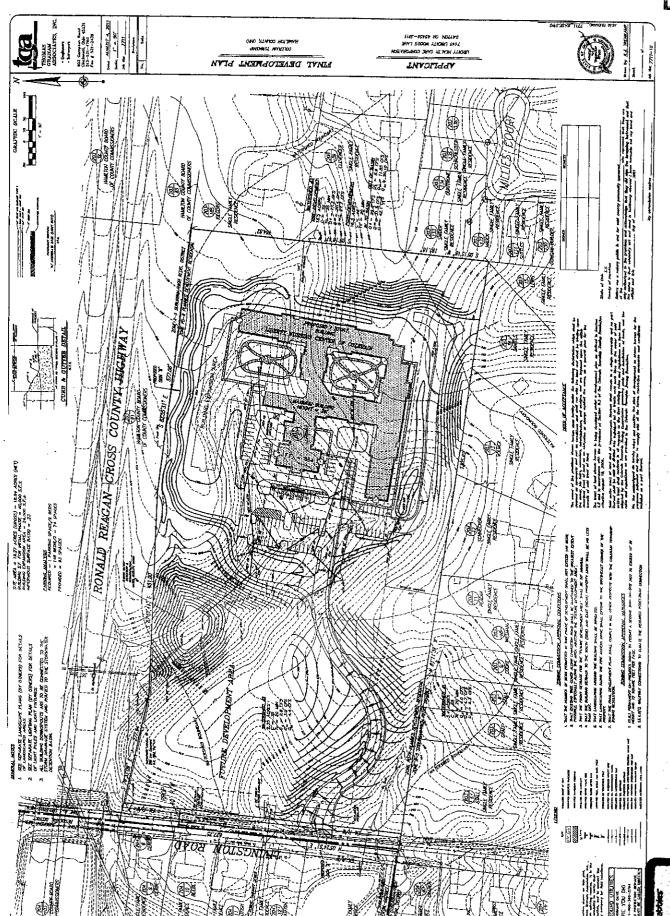


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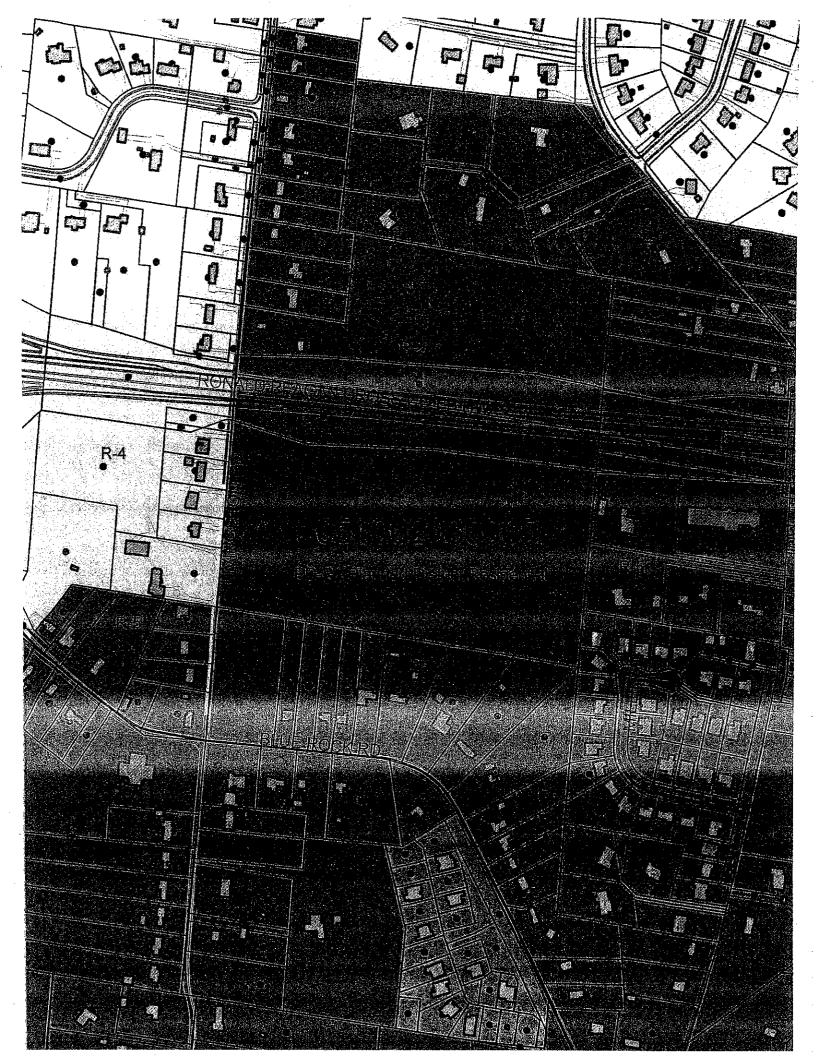
COM'RS MIN. VOL 331

. AUG 2\1.2013

IMAGE 3719



EXHIBIT



AUG 2.1 2013

Economic Development Plan Liberty Nursing Health Care Joint Economic Development District

The Economic Development Plan (Plan) for the Liberty Nursing Health Care JEDD 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). Directors of the District will use all revenue accumulated through the operation of the District consistent with the terms and conditions of the incorporating documents of the District.

Generally, the Plan for the District involves a cooperative environment between the public and the private sectors. The District will use all-economic tools available to attract, sustain and enhance job creation, economic development and the quality of life for residents of Colerain Township, the City of Cheviot, and Hamilton County, including but not limited to:

- 1. Earnings Tax
- 2. Developer Contributions

Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



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IMAGE 372

Economic Development Plan Liberty Nursing Health Care Joint Economic Development District

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- 1. Earnings Tax
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Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



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IMAGE 3722

Page -2-

- The Plan will include a mix of revenues generated from sources such as:
 - o Earnings Tax
 - o Developer Contributions

 The Developer will provide an infrastructure that is conducive to positive economic growth

 The Township through revenues received from the improvements within the District shall distribute revenue to the Colerain Township CIC over the course of the Plan in order to further promote economic development.

The nature of Plan is "fluid" and the Directors should view the Economic Plan as a framework. The availability of revenue based upon the rate at which the development occurs will dictate the ability of the District to make improvements to the public infrastructure and promote economic development and job creation.

Schedule for Collection of Income Tax:

The Contract provides that the District will levy an income tax of 2% as set forth in Section 17 of the Contract. The income tax is effective and collection shall commence on the 1st day of the month following the Board's adopting Resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said Resolution. The City of Cheviot shall administer, collect and enforce the tax on behalf of the Liberty Nursing Health Care JEDD all in accordance with Section 17 of the Contract.

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AUG 2 1 2013

IMAGE 3723

JULY 1, 2010

LEGAL DESCRIPTION 19.2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

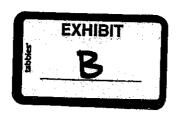
BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

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BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

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IMAGE 3724

Business Owner Petition Requesting Creation of COLERAIN TOWNSHIP—CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT I

The undersigned owner of a **business** located in an area proposed to be included in the Colerain Township-City of Cheviot Joint Economic Development District I hereby petitions the Colerain Township Trustees and the City of Cheviot to adopt the contract creating the District.

- A. A copy of the contract creating the District is attached hereto as Exhibit A and made a part hereof;
- B. This petition requests creation of the District in furtherance of economic development and improvement of economic welfare.

Owner Information

Name of Business:

Liberty Health Care Corporation

Address:

7445 Liberty Woods Lane

Dayton, Ohio 45459

Phone:

(937) 430-0797

Contact:

Ms. Linda Black-Kurek, President

Property Description

Colerain Township, Ohio

Address: Livingston Road

Parcel: Hamilton County Auditors: 510-0203-0005-00 and more particularly described in Exhibit B

attached hereto and made a part hereof.

Respectfully submitted,

LIBERTY HEALTH CARE CORPORATION

Linda Black-Kurek

Its: President

COMPANIA VOL 331 AUG 2'1 2013

STATE OF OHIO

COUNTY OF HAMILTON SS:

Before me, a Notary Public, in and for said County, personally appeared the above-named Petitioner, Liberty Healthcare Corporation by Linda Black-Kurek, its President who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this <u>25</u> day of <u>June</u> <u>2013</u>.

Notary Public/Amber S. Hymon

My commission expires: 30 kgal 2018



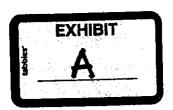
COLERAIN TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT I CONTRACT

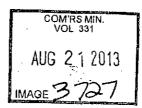
The contracting parties hereby enter into this Contract to create the COLERAIN

TOWNSHIP Joint Economic Development District (Liberty Nursing Health Care) pursuant to
lawful authority and for good and valuable consideration as more fully set forth:

- 1. Parties The contracting parties are:
- A. Colerain Township Trustees [hereinafter sometimes referred to as "Township"] and
 - B. City of CHEVIOT [hereinafter sometimes referred to as "CHEVIOT"]
- 2. Recitals The contracting parties are creating the COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] for the purpose of facilitating economic development, to create and preserve jobs and employment opportunities, and to improve the economic welfare of the people in COLERAIN 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 Liberty Nursing Health Care 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 development to occur within the proposed Liberty Nursing Health Care JEDD territory. 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 The COLERAIN TOWNSHIP Joint Economic Development District I

 [Liberty Nursing Health Care JEDD] is located entirely within COLERAIN TOWNSHIP,

 HAMILTON

 Cleration County, Ohio. The Liberty Nursing Health Care JEDD is located at

 LIVINGSTON ROAD and is further described by parcel number 510-0203-0005-00.
 - 5. Nexus COLERAIN TOWNSHIP is contiguous to the territory of a township, municipal corporation, or county that is contiguous to the City of CHEVIOT. The Liberty Nursing Health Care JEDD is located entirely within COLERAIN TOWNSHIP. CHEVIOT and COLERAIN 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. Liberty Nursing Health Care JEDD Criteria The areas to be included in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD meet all of the following criteria:
 - A. The areas are located entirely within COLERAIN TOWNSHIP;
 - B. No electors reside within the area on the effective date of this Contract and the area is zoned in a manner appropriate to the function of the district; 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 the COLERAIN TOWNSHIP Liberty
Nursing Health Care JEDD consist of 1 parcel and is referred to as the Liberty Nursing Health
Care JEDD territory. The following area is to be included in the COLERAIN TOWNSHIP

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IMAGE 3728

Liberty Nursing Health Care JEDD:

LEGAL DESCRIPTIONS - See Exhibit A attached.

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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

8. **Zoning -** The Liberty Nursing Health Care JEDD territory is zoned PDR use pursuant to the COLERAIN TOWNSHIP Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit A attached.

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 Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Liberty Nursing Health Care JEDD territory (or any parcels contained herein), or to amend the COLERAIN TOWNSHIP Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the COLERAIN TOWNSHIP Zoning Resolution as currently in effect or as amended from time to time.

9. Economic Development Plan - The contracting parties approve and ratify

COLERAIN TOWNSHIP'S Economic Development Plan for the Liberty Nursing Health Care



JEDD territory. See Exhibit C Economic Development Plan Liberty Nursing Health Care Joint Economic Development District 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, creating and preserving jobs and employment opportunities, and to improve the economic welfare of the people of Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio.
- 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 COLERAIN TOWNSHIP Trustees and the Council for CHEVIOT have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. Adoption - For adoption to occur, a majority of the owners of property (land) located in the Liberty Nursing Health Care JEDD territory and a majority of the owners of businesses located in the Liberty Nursing Health Care JEDD territory shall submit their petitions supporting creation of the COLBRAIN TOWNSHIP Liberty Nursing Health Care JEDD.

After adoption of the resolution and ordinances approving this Contract to create the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county

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within which a 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 the Liberty Nursing Health Care

 JEDD, 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 C;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Liberty Nursing Health Care JEDD;
- 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 the Liberty Nursing Health Care JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Liberty Nursing Health Care JEDD.

COLERAIN TOWNSHIP shall give timely notice (not later than ten (10) days after filing) by certified mail to:

- A. those owners of property (land) located in the areas comprising the Liberty

 Nursing Health Care JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the Liberty Nursing Health Care JEDD territory who did not sign the petition.

COLERAIN TOWNSHIP Resolution No. 13-72 approving the creation of the Liberty Nursing Health Care JEDD and authorizing the proposed Contract is not required to be

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IMAGE 373

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 the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD is zoned in a manner appropriate to the function of the proposed district.
- 13. Effective Date The creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) 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, 2043. The contracting parties may by mutual consent extend this Contract for two (2) terms of ten (10) 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 the Liberty Nursing Health Care JEDD 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.

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IMAGE 3732

15. Board of Directors - Businesses will be located and persons will be working within the Liberty Nursing Health Care JEDD territory. Therefore according to R.C. 715.78(A)(1) the Liberty Nursing Health Care JEDD Board of Directors shall be composed of the following members:

	Representation	<u>Member</u>	<u>Initial Term</u>
A.	One member representing CHEVIOT	[Municipal Member]	1 Year
В.	One member representing Colerain	[Township Member]	2 Years
	Township.		
C.	One member representing the	[Business Member]	3 Years
	owners of businesses located in the		
	Liberty Nursing Health Care JEDD.	•	
D.	One member representing persons	[Worker Member]	4 Years
	working within the Liberty Nursing Health	Care JEDD.	
E.	One member selected by the members	[Chairperson]	4 Years
	designated in subparagraphs (A) through		
	(D) above. This member shall serve as		•
	Chairperson.		. •

Initial terms as prescribed by R.C. 715.78(A) are indicated. Thereafter, terms for each member shall be four (4) 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 (2) consecutive terms on the board.

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IMAGE 3 733

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 COLERAIN 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 COLERAIN TOWNSHIP Trustees shall select the Business Member and the Worker Member whom shall be a business owner with a business located in the Liberty Nursing Health Care JEDD and whom shall be a person working within the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD 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 furthermore 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 Liberty Nursing Health Care JEDD funds allocated to the Board according to procedures

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AUG 21 2013

IMAGE 3734

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 (24) hours advanced notice to all Members.

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

affecting the Liberty Nursing Health Care JEDD including but not limited to progress on intended improvements, development activities, services to the Liberty Nursing Health Care JEDD, and reports pertaining to the Liberty Nursing Health Care JEDD, planning affecting the Liberty Nursing Health Care JEDD, adequacy of services to the Liberty Nursing Health Care JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Liberty Nursing Health Care JEDD. 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 Liberty Nursing Health Care JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

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IMAGE 3735

The Township's Assistant 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, the Township may appoint a Secretary.

The Secretary shall keep minutes of Board meetings and resolution 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 Liberty Nursing Health Care JEDD 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 Section 13-14. 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 Liberty Nursing Health Care JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD 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

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provide for the payment of operating expenses associated with Board activities and operation of the Liberty Nursing Health Care JEDD. 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 (2) 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 Liberty Nursing Health Care JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Liberty Nursing Health Care JEDD programs. The Board may also accept contributions in money or in kind for Liberty Nursing Health Care JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Liberty Nursing Health Care JEDD 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 including, but not limited to, granting tax credits pursuant to ORC §718.51, §718.151, and other pertinent sections of the Ohio Revised Code. 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.

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- 17. Income Tax This contract grants the Liberty Nursing Health Care JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Liberty Nursing Health Care JEDD territory at a maximum rate of two (2%) percent based on:
 - income earned by persons working within the Liberty Nursing
 Health Care JEDD (the "Earnings Tax Portion");
 - b. net profits of businesses located within the Liberty Nursing Health
 Care JEDD (the Net Profits portion). The income tax of the
 district shall follow the provisions of Chapter 718 of the Revised
 Code, except that no vote shall be required. (See Section
 715.74(C)(a)).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Liberty Nursing Health Care JEDD; 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 the Liberty Nursing Health Care JEDD, 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 the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by CHEVIOT or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of CHEVIOT Income Tax Ordinance No. 13-14, 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

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may be amended from time to time, which are not applicable to taxation within the Liberty

Nursing Health Care JEDD; 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 income 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 not to exceed ninety (90) days after said resolution.

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 the Liberty Nursing Health Care JEDD. CHEVIOT's Director of Finance or his designee shall serve as the Tax Administrator of the income tax derived from the Liberty Nursing Health Care JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Liberty Nursing Health Care JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the Liberty Nursing Health Care JEDD 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 declaratory judgment regarding disputed interpretation and applicability of the CHEVIOT Income Tax Ordinance within the Liberty Nursing Health Care JEDD. The Tax Administrator is

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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 the Liberty Nursing Health Care JEDD in any way pertaining to the income taxation within the Liberty Nursing Health Care JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Liberty Nursing Health Care JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Liberty Nursing Health Care JEDD operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Tax Administrator shall pay one (1%) per cent of the gross income 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 (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net income tax revenue.

The levy of the income 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

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IMAGE 3739

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The levy of the income 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

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the income tax is levied, the Board of Directors is not authorized to cease the levy of the income 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 profit portion of the Liberty Nursing Health Care JEDD income tax and earnings tax portion of the Liberty Nursing Health Care JEDD less (i) the amount allocated for the long-term maintenance of the Liberty Nursing Health Care JEDD as provided in the second paragraph of this Section 17, (ii) the amount placed in escrow as provided in the eighth paragraph of this Section 17, and (iii) the amount necessary to pay the costs of administering, collecting and enforcing the income tax whether incurred by the City or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City and the Liberty Nursing Health Care JEDD. This definition is applicable to the total income tax.

The Tax Administrator is authorized and may contract on behalf of the Liberty Nursing Health Care JEDD with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Liberty Nursing Health Care JEDD income tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the Liberty Nursing Health Care JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. Primacy - The Liberty Nursing Health Care JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Liberty Nursing Health Care JEDD notwithstanding provisions of the CHEVIOT Income Tax Ordinance which may be adopted to the contrary.

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19. Revenue Distribution- Net tax revenue from the COLERAIN TOWNSHIP

Liberty Nursing Health Care JEDD shall be paid at least monthly to COLERAIN TOWNSHIP

and the City of CHEVIOT, according to the following formula:

CITY OF CHEVIOT:

10% of Net Revenues

COLERAIN TOWNSHIP:

90% of Net Revenues

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 the Colerain Township Liberty Nursing Health Care JEDD 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 -The Township shall reimburse the developer for the construction and improvement of a sanitary sewer extension in the District and will provide for such infrastructure it deems appropriate to provide an improved transportation network to benefit the Liberty Nursing Health Care JEDD.

The Township shall furthermore provide expanded public services to
the Liberty Nursing Health Care JEDD, for example, police protection, fire protection, civil
defense, local government, administration, and so forth commensurate with economic growth.

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The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Liberty Nursing Health Care JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned.

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 the Liberty Nursing Health Care JEDD, the contracting parties, Hamilton County, and the State of Ohio.

B. CHEVIOT - CHEVIOT shall upon request of the Liberty Nursing Health Care

JEDD Board provide financial services to the Secretary for analysis of economic activity

affecting the Liberty Nursing Health Care JEDD.

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 the Liberty Nursing Health Care JEDD. CHEVIOT has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

C. If the income tax levied by the Liberty Nursing Health Care JEDD 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 have no further duty to make aforesaid contributions under this Contract.

- 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 (e.g., 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 Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. Third Party Service Providers

A. Water - The City of Cincinnati supplies public fresh water distribution to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township

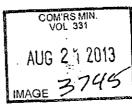
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IMAGE 2744

may establish special assessment procedures for the levy and collection of assessments to recover 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 the Liberty Nursing Health Care JEDD.

- B. Sanitary Sewer The Metropolitan Sewer District supplies sanitary sewer service to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township may establish special assessments 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 the Liberty Nursing Health Care JEDD.
- C. Electric and Gas Service Duke Energy (fka Cincinnati Gas & Electric) is the utility supplier of electric and natural gas to the Liberty Nursing Health Care JEDD 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 Liberty Nursing Health Care JEDD territory.



- 25. Annexation CHEVIOT shall not annex any property located in COLERAIN TOWNSHIP so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD 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 COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.
- 26. Real Property Taxation The creation of the Liberty Nursing Health Care

 JEDD shall not be construed to affect real property taxation within the Liberty Nursing Health

 Care JEDD territory and shall not affect the Township's distributive share of real property tax

 revenue.
- 27. Filing The COLERAIN TOWNSHIP Administrator shall file this Contract with the Director of Development after it becomes effective.
- 28. Recording The COLERAIN TOWNSHIP Administrator shall record this

 Contract, together with certified copies of the resolution 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

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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 the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD in compliance with R.C. 715.761, or as said section may be amended from time to time. Amendment to add areas requires upanimous 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. In no event will any amendment increase the rate of taxation above two (2%) percent. 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.

- 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 (60) days in which to cure the

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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 (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) 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 -

- a. This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:
 - 1. The legislative actions of the contracting parties must become effective within ninety (90) days of one another;

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- 2. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
- 3. The termination agreement shall provide for distribution (if applicable) of the undistributed income tax revenue derived from the Liberty Nursing Health Care JEDD to the parties to this Contract.
- b. In the event that any improvement projects associated with the

 Liberty Nursing Health Care JEDD 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.
- c. 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. COLERAIN TOWNSHIP Trustees
 Colerain Township Administration Building
 4200 Springdale Rd.
 Cincinnati, OH 45251

Attn: Township Administrator, James Rowan

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IMAGE 3 299

With a copy to:

Colerain Township Law Director:

Lawrence E. Barbiere, Esq.

Schroeder, Maundrell, Barbiere & Powers 5300 Socialville Foster Road, Suite 200

Mason, Ohio 45040

B. CITY OF CHEVIOT 3814 Harrison Avenue Cheviot, Ohio 45211

Attn:

Mayor Samuel D. Keller

With a copy to:

City of Cheviot Law Director:

Mark G. Waters, Esq.

via email: mwaters@cheviot.org

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., 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.

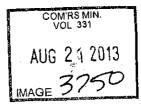
- 37. Severability The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.
- 38. Captions Paragraph captions are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

INTENDING TO BE LEGALLY BOUND; the COLERAIN TOWNSHIP Trustees and the City of CHEVIOT, have caused this Contract to be duly executed by their authorized officers.

COLERAIN TOWNSHIP BOARD OF TOWNSHIP TRUSTEES

James Rowan, Administrator

(Pursuant to Authority of Resolution No. 13-72)



Lawrence E. Barbiere,

Colerain Township Law Director

STATE OF OHIO COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named COLERAIN TOWNSHIP TRUSTEES, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, James Rowan, by authority of Resolution No. 13-72 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.

باخير			
reunto set my hand and official seal, this			
for flelle			
tary Public			
TY OF CHEVIOT, OHIO			
Samuel D Keller			
Samuel D. Keller, Mayor			
(Pursuant to authority of Ordinance No. 13-14)			
Mark G. Waters, Law Director			

Before me, a Notary Public, in and for said county, personally appeared the above named CITY OF CHEVIOT, State of Ohio, by its duly authorized Mayor, Samuel D. Keller, by authority of Ordinance No. 13-14, 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 him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 2nd av of 2013.

Notary Public

Mark G. Waters Attorney at Law

My Commission has no expiration



JULY 1, 2010

LEGAL DESCRIPTION 19.2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING,

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

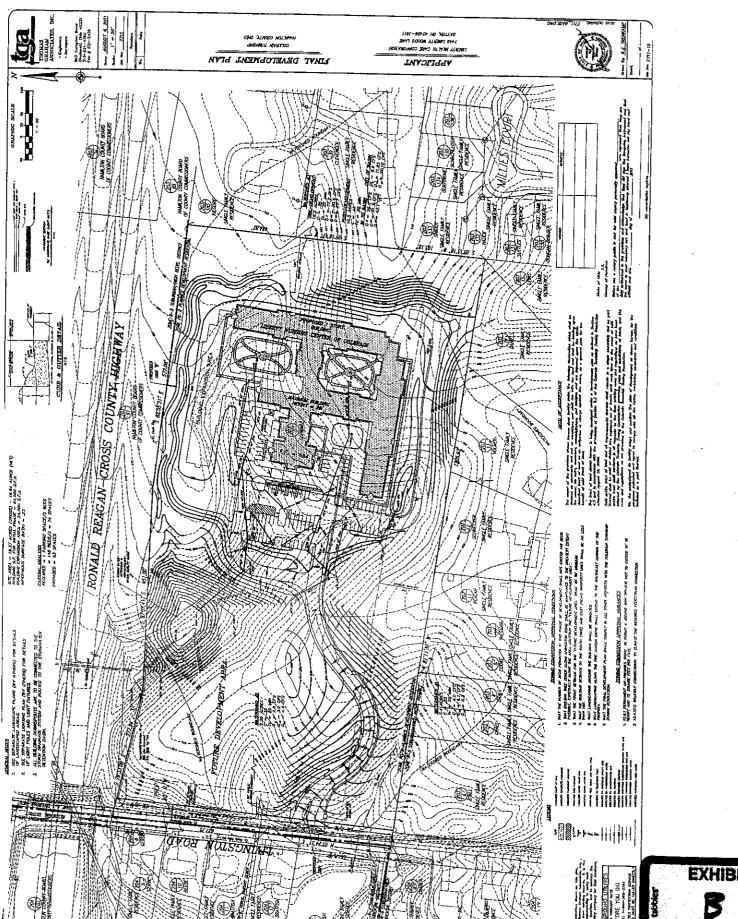
THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

05-0071A-19.2698AC.DOC

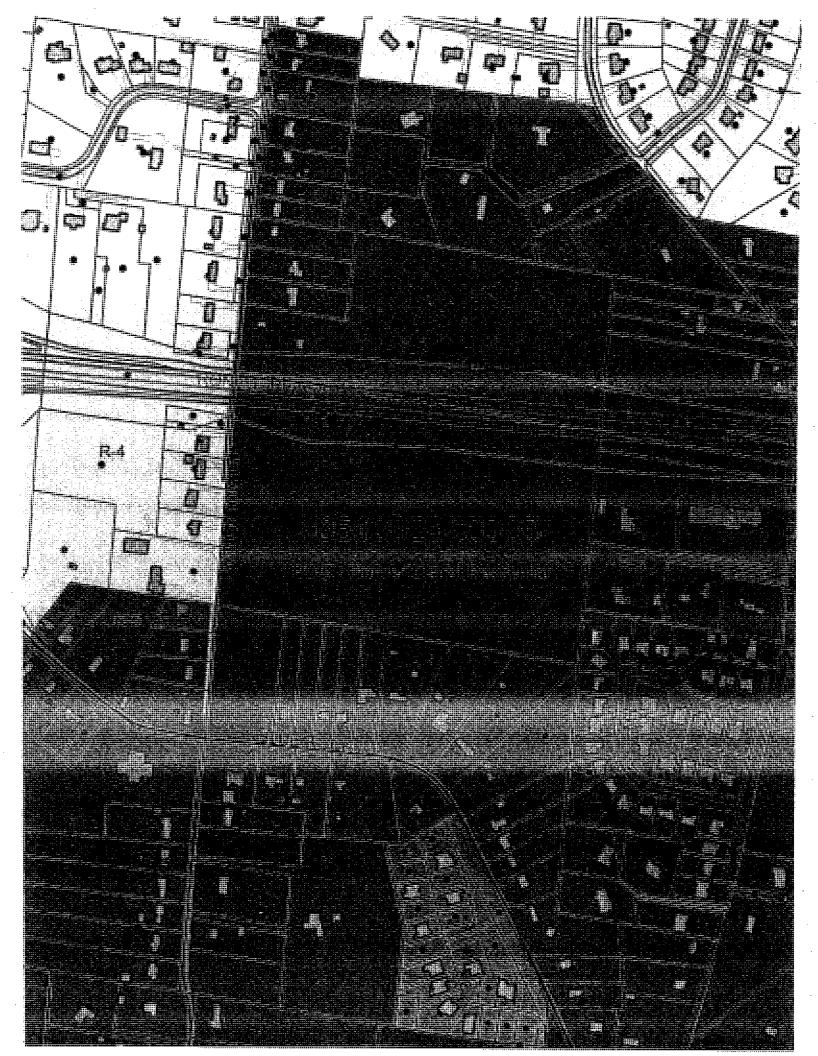


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EXHIBIT



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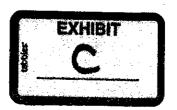
Economic Development Plan Liberty Nursing Health Care Joint Economic Development District

The Economic Development Plan (Plan) for the Liberty Nursing Health Care JEDD 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). Directors of the District will use all revenue accumulated through the operation of the District consistent with the terms and conditions of the incorporating documents of the District.

Generally, the Plan for the District involves a cooperative environment between the public and the private sectors. The District will use all-economic tools available to attract, sustain and enhance job creation, economic development and the quality of life for residents of Colerain Township, the City of Cheviot, and Hamilton County, including but not limited to:

- 1. Earnings Tax
- 2. Developer Contributions

Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



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IMAGE 3 755

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- The Plan will include a mix of revenues generated from sources such as:
 - o Earnings Tax

o Developer Contributions

The Developer will provide an infrastructure that is conducive

to positive economic growth

 The Township through revenues received from the improvements within the District shall distribute revenue to the Colerain Township CIC over the course of the Plan in order to further promote economic development.

The nature of Plan is "fluid" and the Directors should view the Economic Plan as a framework. The availability of revenue based upon the rate at which the development occurs will dictate the ability of the District to make improvements to the public infrastructure and promote economic development and job creation.

Schedule for Collection of Income Tax:

The Contract provides that the District will levy an income tax of 2% as set forth in Section 17 of the Contract. The income tax is effective and collection shall commence on the 1st day of the month following the Board's adopting Resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said Resolution. The City of Cheviot shall administer, collect and enforce the tax on behalf of the Liberty Nursing Health Care JEDD all in accordance with Section 17 of the Contract.

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IMAGE 3754

JULY 1, 2010

LEGAL DESCRIPTION 19.2698 ACRES

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

05-0071A-19.2698AC.DOC

