

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 19-28

TO APPROVE AN ANNEXATION AGREEMENT WITH GREEN TOWNSHIP FOR THE ANNEXATION OF CERTAIN PROPERTY TO THE CITY OF CHEVIOT; TO AUTHORIZE THE MAYOR TO EXECUTE THE ANNEXATION AGREEMENT; AND TO DECLARE AN EMERGENCY.

WHEREAS, the City has been approached by Eda Rae Corporation, regarding the expansion of Hillebrand Nursing Home; and

WHEREAS, Eda Rae Corporation and its affiliates and/or subsidiaries own certain parcels of real property on Bridgetown Road, Maywood Court, and Church Lane, which are currently in Green Township, and the owners of said real property desire to annex their property to the City of Cheviot and removed from Green Township; and

WHEREAS, this Council desires to accept the annexation of the real property to the City of Cheviot, and upon annexation to the City of Cheviot, the boundaries of the City and Township re-drawn so as to exclude the annexed real property from the boundaries of Green Township; and

WHEREAS, the Ohio Revised Code permits that real property be annexed to a municipal corporation and excluded the township following a special annexation proceeding, pursuant to Ohio Revised Code Sections 709.021 and 709.022, if the municipal corporation and township consent to the same via an annexation agreement, as provided in Ohio Revised Code Section 709.192; and

WHEREAS, the Mayor of the City of Cheviot and the representative for Green Township have agreed to certain terms for the annexation of the real property to the City of Cheviot to the exclusion of Green Township, as set forth in the Annexation Agreement, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the annexation described herein will bring significant income to the City, in the form of income taxes and real property taxes, which will significantly contribute to the City's ability to meet its financial obligations.

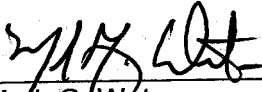
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEREOF CONCURRING, THAT:

Section 1. The Annexation Agreement between the City of Cheviot and Green Township, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 2. The Mayor is hereby directed and authorized to execute the Annexation Agreement, a copy of which is attached hereto and made a part hereof

Section 3. Upon execution of the Annexation Agreement, the Clerk of Council shall provide a certified copy of the Annexation Agreement to accompany the annexation petition, pursuant to Ohio Revised Code Section. 709.022(A).

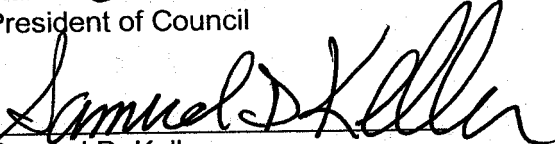
Section 4. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the City to meet its financial obligations by increasing its income and real property tax income through the annexation of the real property described herein. Eda Rae Corporation has communicated to the City that it has certain deadlines to apply for approval from the State to expand the Hillebrand Nursing Home, and if said deadlines are not met, Eda Rae Corporation's ability to expand the Hillebrand Nursing Home could be delayed for a significant amount of time, during which time the City of Cheviot would receive no income tax from the Hillebrand Nursing Home and real property taxes only for the land currently within the City limits, which does not include the Hillebrand Nursing Home building. Eda Rae Corporation has communicated to the City that, in order to timely apply for state approval for the expansion, as described above, the owners of the affected real property must file their Petition for Annexation by October 14, 2019, and an executed Annexation Agreement between the City and the Township must be attached to said Petition for Annexation, pursuant to Ohio Revised Code Section 709.022(A). Therefore, this legislation is being passed as an emergency measure.



Mark G. Waters
President of Council

OCT 01 2019

Date passed

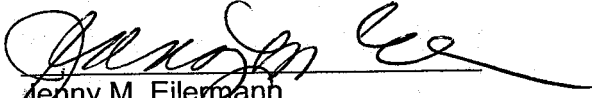


Samuel D. Keller
Mayor

OCT 01 2019

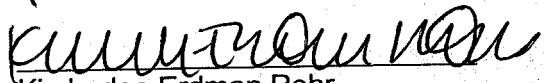
Date approved

Attest:



Jenny M. Eilermann
Clerk of Council

Approved as to form:



Kimberlee Erdman Rohr
Law Director

CERTIFICATE 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:

- 1) 10/19, 2019, and
- 2) 10/16, 2019.


Jenny M. Eilermann
Clerk of Council

ANNEXATION AGREEMENT

BY AND BETWEEN

GREEN TOWNSHIP (HAMILTON COUNTY), OHIO

AND

THE CITY OF CHEVIOT, OHIO

**Dated as of
October 14, 2019**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into effective the 14th day of October, 2019 (the "Effective Date" herein) by and between the Board of Trustees of Green Township, the legislative authority of and for Green Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio ("Township" or "Green" herein), and the Council of the City of Cheviot, Ohio, the legislative authority of and for the City of Cheviot, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio ("City" or "Cheviot" herein, collectively with the Township, the "Parties" and each a "Party" hereto).

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Hamilton County, Ohio ("County" herein); and

WHEREAS, the Township and City have cooperated in numerous matters for the benefits of their respective citizens and properties in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner ("petitioner" herein) has expressed a desire to pursue annexation of certain parcels of real property located within Green Township at 4320 Bridgetown Avenue, 3824 Church Lane, 1.27 foot wide strip off Church Lane, 3831 Maywood Court, and 3835 Maywood Court, which properties are listed and described in Attachment A, which is attached hereto and incorporated herein (collectively referred to as the "Annexation Parcel"); and

WHEREAS, the City has agreed that upon the annexation of this property to the City, the City will make service payments to the Township based upon the activities taking place on this property; and

WHEREAS, the Parties believe that annexation of the Annexation Parcel will benefit their mutual interests if annexed to the City; and

WHEREAS, this Agreement is authorized under the provisions of Revised Code Section 709.192 and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

ARTICLE 1 ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

Section 1.1. Designation of Annexation Parcel. This Agreement shall apply to the annexation of the Annexation Parcel, consisting of nine (9) tracts of real property, as more fully described in Attachment A, which is attached hereto and incorporated herein.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcel to the City in accordance with the terms of the Agreement.

A. Procedure: The petitioner for the annexation of the Annexation Parcel to the City shall file the petition for annexation pursuant to and shall comply with the provisions of "Expedited Procedure No. 1" as contained in Revised Code Sections 709.021 and 709.022. Any such annexation of the Annexation Parcel shall also comply with the terms of this Agreement.

B. Scope of Petition: The agent for the annexation petitioner shall process the annexation of the entire Annexation Parcel, consisting of nine (9) tracts of real property, as more fully described in Attachment A, which is attached hereto and incorporated herein, under one annexation petition.

C. Time Frame: This Agreement shall only apply if the annexation petition for the Annexation Parcel is filed with the Clerk of the Board of the Hamilton County Commissioners on or before October 14, 2019, and, upon filing, is diligently processed to completion in order to accomplish the annexation of the Annexation Parcel to the City pursuant to the terms of this Agreement. If the annexation petition is not timely filed in accordance with this Section, or if the annexation is denied, this entire Agreement shall be null and void.

D. Effect of Annexation: The Township boundaries shall change under Chapter 503, so that the Annexation Parcel shall not be part of an overlay of the City and Township boundaries, but rather shall fall solely within the City's boundaries. The Annexation Parcel shall become a part of the City for all purposes, including but not limited to, taxation by City, zoning regulation, voting, and public services. The annexation of the Annexation Parcel may not affect the taxation by the local school district, a decision over which neither of the Parties hereto have any control.

E. Cooperative Efforts: Upon the filing of any annexation petition for the annexation of the Annexation Parcel to the City in accordance with the terms of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners. If such annexation petition, filed in compliance with the timeframe set forth in Section 1.2(C) of this Agreement, but which otherwise does not comply with the terms of this Agreement, the City shall refrain from any act

which would, directly or indirectly, contribute to the success of the petition. This obligation shall include refraining from acceptance of a petition seeking to annex any such property. As stated in Section 1.2(C) of this Agreement, if the annexation petition is not timely filed in accordance with Section 1, or if the annexation is denied, this entire Agreement shall be null and void.

ARTICLE 2 SERVICES AND PAYMENTS

Section 2.1. Contribution of Services. Upon the annexation of the Annexation Parcel to the City, the City shall furnish to the Annexation Parcel all the customary governmental services furnished by the City to other areas of the City. The Township shall continue to provide its customary governmental services to the Annexation Parcel until such time as it is annexed by the City. The Township and City agree to engage in activities to promote, complement and benefit the development and use of this property as determined in the sole discretion of each of these Parties. The Township is not expected or required to undertake any such activity to the detriment of other Township areas. Nothing contained in this Section 2.1 shall be construed as obligating either Party to provide a particular service, level of service or financial commitment, and such matters shall be left to the further mutual agreement of the Parties.

Section 2.2. Payments to the Township. In consideration of the mutual promises contained herein and the Township's consent to the annexation of the Annexation Parcel to the City and its contribution of services as set forth herein, the City shall pay service fee payments to the Township. The amounts to be paid to the Township shall be equal to ten percent (10%) of the gross amount of the income tax actually collected by the City, without any setoffs or deductions whatsoever other than refunds, from the net profits of any business located on and from persons working in any portion of the Annexation Parcel including, without limitation, income tax revenue collected from construction activities occurring on the Annexation Parcel. The obligation to make these payments to the Township shall begin on the date the City accepts the annexation of the Annexation Parcel and shall continue during the term and any renewal of this Agreement. The cost of administering, enforcing and collecting the City income tax generated from the area included within the Annexation Parcel shall be at the sole cost and responsibility of the City.

Section 2.3. Distribution of Payments Provided for in Section 2.2. Within thirty (30) days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the City shall (i) calculate and pay to the Township the service fee payment amounts provided for in Section 2.2 for the prior three months, and (ii) provide an accounting of the income tax receipts and a breakdown for the calculation of the payment(s).

Section 2.4. Additional Payments to the Township. In further consideration of the mutual promises contained herein and the Township's consent to the annexation of the Annexation Parcel to the City and its contribution of services as set forth herein, the City shall also pay service fee

payments to the Township in an amount equal to fifty percent (50%) of real property taxes collected by the City for the land and improvements on the Annexation Parcel. This amount shall be limited to the real property taxes on the Annexation Parcel only and shall not include any amounts for any other parcels owned that are not in the Annexation Parcel as described herein.

The Parties acknowledge and understand that the petitioner for annexation now owns and may in the future acquire additional real property adjacent to the Annexation Parcel, which real property is already within the boundaries of the City. In the event that the Annexation Parcel tracts are consolidated with tracts of real property that are not included in the Annexation Parcel, the Parties agree to make a calculation of which portion of the value of the consolidated parcel is attributable to the Annexation Parcel. The service payments as described herein shall be based solely on the value of the property attributable to the Annexation Parcel. The Parties acknowledge that the Annexation Parcel will remain in the Oak Hills Local School District, and the Hamilton County Auditor will continue to assess the Annexation Parcel separately for the purposes of determining the tax payment to said School District. In the event of consolidation of the tracts of real property, the Parties agree to utilize the property values provided by Hamilton County Auditor for the purpose of determining the amount of real property taxes that are attributable to the Annexation Parcel and the amount of real property taxes that are attributable to the portion of the parcel or parcels that are not part of the Annexation Parcel, so long as the boundary lines of the local school districts do not change.

By way of example, the present portion of real estate taxes, for the parcels located at the tracts commonly known as 4320 Bridgetown Road, as allocated to the Township total the annual sum of \$21,584.88. It is projected that taxes on the land and improvements on said parcel will be increased to approximately \$31,000.00 annually once the City begins to receive a portion of the real property taxes and the Township no longer receives real property taxes. The projected increase is based on the higher effective millage rates that exist within the City. The City's service fee payment to the Township will be based on the actual amount of real property taxes received by the City on the Annexation Parcel.

If, during the term of this Agreement, the City, with respect to any property comprising any portion of the Annexation Parcel, grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Revised Code Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 (or any future or similar statute(s) of like tenor or effect) with respect to any such property included in the Annexation Parcel, then amount paid to the Township shall not be diminished by any such exemption, deferral, or abatement, but rather shall continue to be one-half of the amount that the City would have received in real property taxes on the Annexation Parcel had it not granted any exemption, deferral, or abatement. The obligation to make these payments to the Township shall begin on the date the City begins receiving real property taxes on the Annexation Parcel, and shall continue during the term and any renewal of this Agreement.

Section 2.5. Distribution of Payments Provided for in Section 2.4. Within thirty (30) days of receipt by the City from the County Auditor of real property taxes allocated to the land and improvements on the Annexation Parcel, the City shall (i) calculate and pay to the Township

the service fee payment amounts provided for in Section 2.4 and (ii) provide an accounting of the real property tax receipts and a breakdown for the calculation of the payment.

ARTICLE 3 TERM OF AGREEMENT

Section 3.1. Term and Renewal. The initial term of this Agreement (the "Initial Term") shall be for a period of fifty (50) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, October 14, 2069. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent ten (10) year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Section 3.2. Binding Effect. The Parties hereby state and agree that this Agreement shall be binding on the Parties, including all current and future Trustees of the Township in their official capacities as the legislative authority of the Township and including all current and future Councils of the City of Cheviot.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within

sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available. In any litigation between the Township and the City, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs and expenses of suit, including reasonable attorney fees.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between any Parties. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Revised Code Section 709.192(D).

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other

provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into Annexation Agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

Green Township Board of Trustees
6303 Harrison Avenue
Cincinnati, Ohio 45247
Attention: Township Administrator

(b) The City at:

City of Cheviot
3814 Harrison Avenue
Cheviot, Ohio 45211
Attention: City Mayor

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

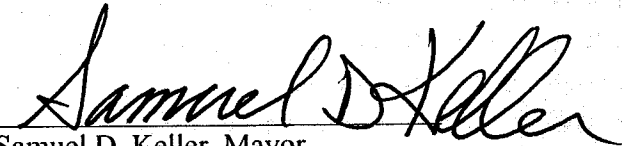
Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Hamilton County, Ohio.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

**ATTEST: THE CITY OF CHEVIOT,
HAMILTON COUNTY, OHIO**

By: 
Cheviot Council Clerk


Samuel D. Keller, Mayor

APPROVED AS TO FORM:


Kimberlee Erdman Rohr, Law Director

**ATTEST: GREEN TOWNSHIP
HAMILTON COUNTY, OHIO**

By: _____
Thomas Straus, Township Fiscal Officer

Frank A. Birkenhauer
Township Administrator

APPROVED AS TO FORM:

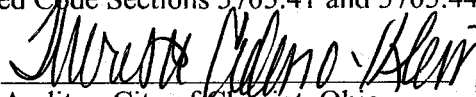
Francis M. Hyle, Law Director

FISCAL OFFICERS' CERTIFICATIONS

The undersigned fiscal officer of Green Township (Hamilton County), Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer, Green Township,
Hamilton County, Ohio

The undersigned fiscal officer of City of Cheviot, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


Auditor, City of Cheviot, Ohio

ATTACHMENT A

GREEN TOWNSHIP / CITY OF CHEVIOT ANNEXATION AGREEMENT

The Annexation Parcel consists of the following parcels found in the records of the County Auditor of Hamilton County, Ohio:

See Exhibit A

EXHIBIT A

Tract I, Parcel 1 – Auditor's Parcel No. 550-0121-0233

[4320 Bridgetown (part)]

Situate in the County of Hamilton, in the State of Ohio, in the Township of Green, and being in the Northwest Quarter of Section 15, Town 2, Fractional Range 2 of the Miami Purchase in Green Township, Hamilton County, Ohio and more particularly bounded and described as follows:

Beginning at a stake at the intersection of the North line of the Cincinnati Louisville Pike with the Half Section Line, running North and South; thence North, along the Half Section Line, two hundred eighty-six and 84/100 (286.84) feet to a stake; thence Westwardly on a line parallel with the North line of the Cincinnati Louisville Pike and along the North line of the property of the Grantors herein, a distance of one hundred seventy-seven and 98/100 (177.98) feet to a stake; thence Southwardly on a line parallel with the East line of Church Lane, a distance of two hundred eighty-three and 40/100 (283.40) feet to a stake in the North line of the Cincinnati Louisville Pike; thence Eastwardly along the North line of the Cincinnati Louisville Pike, one hundred fifty-eight and 28/100 (158.28) feet to the place of beginning.

Tract I, Parcel 2A – Auditor's Parcel No. 550-0121-0234 & 235, cons.

[4320 Bridgetown (part)]

All of that certain lot of land, situated in Section 15, Town 2, Fractional Range 2 of the Miami Purchase, Green Township, Hamilton County, Ohio, described as follows:

Commencing in the center of the Cleves and Bridgetown Turnpike, at a point 225 feet east from the center of Fenton Avenue (Church Lane); thence North from the center of said Turnpike parallel with Fenton Avenue (Church Lane) 230 feet; thence Eastwardly parallel with the said Turnpike 50 feet; thence South parallel with Fenton Avenue (Church Lane) 230 feet to the center of said Cleves and Bridgetown Turnpike; thence westwardly in the center line of said Cleves and Bridgetown Turnpike 50 feet to the place of beginning.

Tract I, Parcel 2B – Auditor's Parcel No. 550-0121-0571

[4320 Bridgetown (part)]

Situate in Section 15, Town 2, Fractional Range 2, of the Miami Purchase, in Green Township, Hamilton County, Ohio and more particularly described as follows:

Beginning at a point in the center line of Church Lane, Two hundred thirty (230) feet North of the center line of Bridgetown Road, thence East parallel with Bridgetown Road N. 82° 26' E, 160' to the real point of beginning;

Thence N 82° 26' E – 115.0' to an iron pipe;

Thence N 0° 28' 30" E – parallel with Church Lane 45' to an iron pin;

Thence S 82° 26' W – 115.0' to an iron pin;

Thence S 0° 28' 30" W – 45.0' to an iron pin and the real point of beginning.

Containing 5124.112 square feet or 0.1176 acres.

Being the results of a survey dated November 17, 1987 by Edward J. Lindholm, RLS No. 6425.

Tract I, Parcel 3 - Auditor's Parcel No. 550-0121-0236, 237 and 238, cons.

[4320 Bridgetown (part)]

Situate in Section 15, Town 2, Fractional Range 2, of the Miami Purchase, Green Township, Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point in the center of Bridgetown Road, which point is 150 feet east of the intersection of the center of Bridgetown Road with the centerline of Church Lane; thence northwardly in a line parallel with the centerline of Church Lane 223.70 feet to a stake; thence eastwardly in a line parallel with the north line of Bridgetown Road 75 feet to a stake; thence southwardly in a line parallel with the centerline of Church Lane 223.70 feet to the center of Bridgetown Road; thence westwardly with the center of Bridgetown Road 75 feet to the place of beginning.

Tract I, Parcel 4 - Auditor's Parcel No. 550-0121-0231 and 232, cons.

[4320 Bridgetown (part)]

Situate in Section 15, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio and more particularly described as follows:

Beginning at a point in the center line of Church Lane, two hundred thirty (230) feet north of the center line of Bridgetown Road; thence east, parallel with Bridgetown Road, N. 82° 26' E., 160 feet to a point; thence N. 0° 28' 30" E., parallel with Church Lane, 45 feet to an iron pin; thence S. 82° 26' W., 160 feet to the center line of Church Lane; thence along said center line of Church Lane 45 feet to the place of beginning.

Tract V, Parcel 5 - Auditor's Parcel No. 550-0121-0229 and 230 cons.

[3824 Church Lane]

Situate in the northwest quarter of Section 15, Green Township, Hamilton County, Ohio.

Commencing at a point in the center of Church Lane (sometimes called Fenton Avenue) two hundred seventy five (275) feet northwardly from the original center line of the Cincinnati and Louisville Pike, said point being also two hundred sixty eight and 75/100 (268.75) feet northwardly and measured along the center line of Church Lane, from the center line of the Cincinnati and Louisville Pike as now improved; thence eastwardly parallel with the Cincinnati and Louisville Pike as now improved, two hundred and seventy five (275) feet to a point; thence northwardly forty five (45) feet to a point; thence westwardly and parallel with the Cincinnati and Louisville Pike two hundred and seventy five (275) feet to a point in the center of Church Lane; thence southwardly along the center of Church Lane forty five (45) feet to the place of beginning, containing 28/100 (0.28) acres.

TRACT VI - Auditor's Parcel No. 550-0121-0637

[1.27 foot wide strip off Church Lane]

Beginning at a point in the center line of Church Lane, 223.73 feet north of the old center line of Bridgetown Road; thence North $0^{\circ}28'30''$ East parallel with the centerline of Church Lane a distance of 1.27 feet to a point; thence North $82^{\circ}26'$ East parallel with Bridgetown Road a distance of 150 feet to a point; thence South $0^{\circ}28'30''$ West a distance of 1.27 feet to a point; thence South $82^{\circ}26'$ West a distance of 150 feet to the place of beginning.

TRACT VII - Auditor's Parcel No. 550-0121-0404

[3831 Maywood]

Lying and being in Section 15, Town 2, Fractional Range 2, Green Township, Hamilton County, Ohio and being further described as follows:

Beginning at a point in the West line of John Powell's Subdivision as the same is recorded in Plat Book 25, Page 7 of the Hamilton County, Ohio Recorder's Office, said line being also the half section line, South 0 degrees 30' West Four Hundred and Sixty-Five and $75/100$ (465.75) feet from the intersection of the said half section line with the center line of Harrison Avenue, as now built, said (465.75 feet being measured along the said half section line), said point of beginning being in the East line of the Grantors property, at the South side of a 40-foot strip of ground reserved for Street purposes and to be known as "MAYWOOD COURT": thence South 0 degrees 30' West along the East line of Grantor's property Eighty-Seven and $53/100$ (87.53) feet to the Southeast corner of the Grantor's property; thence South 80 degrees, 51' West along the South line of the Grantor's property Forty and $46/100$ (40.46) feet; thence North 0 degrees 30' East on a line Forty (40) feet West of and parallel to the East line of the Grantor's property for a distance of Ninety-Six and $50/100$ (96.50) feet to a point in the South line of a 40-foot strip of ground reserved for street purposes and to be known as "MAYWOOD COURT": thence South 89 degrees 30' East along the South line of proposed Maywood Court Forty (40) feet to the East line of the Grantor's property and the place of beginning.

TRACT VIII - Auditor's Parcel No. 550-0121-0406

[3835 Maywood]

Lying and being in Section 15, Town 2, Fractional Range 2, Hamilton County, and being more particularly described as follows:

Beginning at a point south $0^{\circ} 30'$ west 465.75 feet and north $89^{\circ} 30'$ west 40 feet from the intersection of the west line of John Powell's Subdivision as the same is recorded in Plat Book 25, page 7, of the Hamilton County, Ohio Recorder's Office with the center line of Harrison Avenue, as now built (the above mentioned 465.75 feet, being measured along the west line of said Powell's Subdivision, which is also the half section line) said point of beginning being in the south line of

a 40 foot street known as "Maywood Court"; thence north $89^{\circ} 30'$ west along the south line of proposed Maywood Court 45 feet; thence south $0^{\circ} 30'$ west, parallel with said half section line 106.27 feet to the south line of the grantor's property; thence north $78^{\circ} 04'$ east along the south line of grantor's property 46.08 feet; thence north $0^{\circ} 30'$ east parallel with the half section line 96.35 feet to the south line of Maywood Court and the place of beginning; together with an easement over a 40 foot strip of ground now used, for street purposes and known as Maywood Court, and lying immediately north of the premises herein described.

9486974.1