

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 25-12

TO APPROVE THE GREEN TOWNSHIP - CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT VIII CONTRACT; AND TO DECLARE AN EMERGENCY.

WHEREAS, on June 17, 2025, after publication of a notice of hearing in accordance with law, the City of Cheviot held a public hearing regarding the proposed Green Township - City of Cheviot Joint Economic Development District VIII;

WHEREAS, the purpose of the public hearing was to inform the public of the proposed Joint Economic Development District, to describe its operation, to answer any questions that the public might have, and to solicit public comment; and

WHEREAS, after the hearing was conducted, the legislative authority of the City of Cheviot believes that entering into an agreement with Green Township for the Joint Economic Development District VIII is in the best interest of the citizens of Cheviot;

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

Section 1. The Green Township - City of Cheviot Joint Economic Development District VIII contract, a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved by this Council.

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

Section 3. Upon passage of this ordinance, the Clerk of Council shall certify a copy of it to the Green Township Board of Trustees and to the Board of Hamilton County Commissioners.

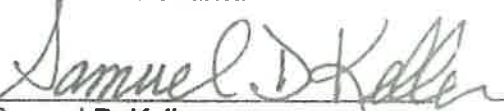
Section 4. This ordinance shall be an emergency measure for the health, safety, and welfare of the citizens of Cheviot and shall take effect immediately. The emergency is necessary in order to allow the Green Township - City of Cheviot Joint Economic Development District VIII to proceed without delay on the part of the City of Cheviot.



Kerry Smyth
President of Council

6/17/25

Date passed



Samuel D. Keller
Mayor

6-17-25

Date approved

Attest:

Approved as to form:


Jenny M. Eilermann
Clerk of Council


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 *Cincinnati Court Index*, 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) 6/30, 2025, and
- 2) 6/30, 2025.


Jenny M. Eilermann
Clerk of Council

Francis M. Hyle Co., LPA

*Attorney at Law
5767 Harrison Avenue
Cincinnati, Ohio 45248
(513) 481-9800
Fax: (513) 455-3100
fhyle@hylelaw.com*

February 11, 2025

City of Cheviot, Ohio
Attn: Steve Braun
3814 Harrison Avenue
Cheviot, OH 45211

Dear Steve:

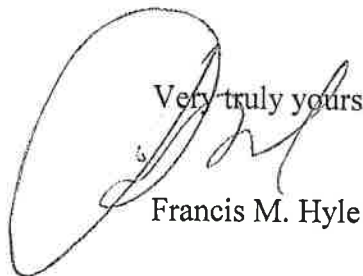
As you know, Cooper's Hawk has purchased land from Green Township in order to construct a restaurant. They have agreed to a 2% JEDD. The Trustees wish to partner again with Cheviot on the establishment of the JEDD. They project the restaurant opening on November 1st of this year, which would be the commencement date for the JEDD.

We are estimating the payroll will amount to \$4,000,000 per year, and net profits annually will be \$150,000, for total annual taxes of \$83,000. We also estimate that 150 new jobs (combination of full and part time) will be created.

The Trustees have scheduled their public hearing on the establishment for April 14th. We are hoping that Cheviot City Council will agree to set its public hearing sometime in April in order that we can have all the documentation and procedures completed well ahead of the restaurant opening date.

Enclosed is the draft JEDD Contract along with copies of the consents from the business owner (Cooper's Hawk) and the property owner (NNN REIT Trust). Once Cooper's Hawk purchased the land from Cooper's Hawk immediately after the Township transferred it to Cooper's Hawk.

Very truly yours,



Francis M. Hyle

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

The contracting parties hereby enter into this Contract to create the Green Township Joint Economic Development District VIII (Cooper's Hawk) pursuant to lawful authority and for good and valuable consideration as more fully set forth:

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

A. Green Township Trustees ["Township"]
6303 Harrison Avenue
Cincinnati, OH 45247

and

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

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

The contracting parties share a common interest in facilitating economic development in the Cooper's Hawk area which will bring economic development, jobs and revenue to the contracting parties and to the County and State. The parties acknowledge the economic potential of commercial development to occur within the proposed Cooper's Hawk 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

and other applicable sections of the Ohio Revised Code.

4. **Location.** The Green Township Joint Economic Development District VIII (Cooper's Hawk) is located entirely within Green Township, Hamilton County, Ohio. The Cooper's Hawk JEDD is a 2.759 acre (plus or minus) site located at 6200 Harrison Avenue, and is identified in Hamilton County Auditor's Book 550, Page 220, Parcel 1197.

The JEDD site is more particularly described in Exhibit A, attached hereto and incorporated by reference herein.

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

6. **Cooper's Hawk JEDD Criteria.** The areas to be included in the Green Township Cooper's Hawk JEDD meet all of the following criteria:

- A. The areas are located entirely within Green Township;
- B. No electors reside within the areas and no part of the areas are zoned for residential use;
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township; and
- D. The areas do not include any parcel of land excluded pursuant to division 715.72 (J)(2).

Hence the criteria for inclusion of areas set forth in R.C. 715.72 (E)(1) are satisfied.

7. **Territory.** The area to be included within the Green Township Cooper's Hawk

JEDD consist of one parcel that contains 2.759 acres (plus or minus), presently listed in Hamilton County Auditor's Book 550, Page 220, Parcel 1197, which is more particularly described in Exhibit A, and is referred to as the Cooper's Hawk JEDD territory. The following areas are to be included in the Green Township Cooper's Hawk JEDD:

LEGAL DESCRIPTIONS - See Exhibit A.

Hamilton County Auditor's Book 550, Page 220, Parcel 1197.

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 Green Township Cooper's Hawk territory.

8. **Zoning.** The Cooper's Hawk JEDD territory is zoned for commercial use pursuant to the Hamilton County Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit C.

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

9. **Economic Development Plan.** The contracting parties approve and ratify Green

Township's Economic Development Plan for the Cooper's Hawk JEDD territory. See Exhibit D Economic Development Plan attached.

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

11. **Public Hearing/Approval.** Before any of the contracting parties approved this Contract, the contracting parties delivered a copy of the proposed contract to the Board of County Commissioners of each county in which a contracting party is located, i.e., Hamilton County, pursuant to R.C. 715.72 (I).

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

12. **Adoption.** For adoption to occur, a majority of the owners of property (land) located in the Cooper's Hawk JEDD territory and a majority of the owners of businesses located in the Cooper's Hawk JEDD territory shall submit their petitions supporting creation of the Green Township Cooper's Hawk JEDD.

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

- A. a signed copy of the Contract;
- B. a description of the areas to be included in the Cooper's Hawk 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 D;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Cooper's Hawk JEDD;
- E. a certificate of each contracting party that the public hearings required by R.C. 715.72 (I) 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 Cooper's Hawk JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Cooper's Hawk JEDD.

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

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

Green Township Resolution No. _____ approving the creation of the Green Township Cooper's Hawk JEDD and authorizing the proposed Contract is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.72 (M)(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 Cooper's Hawk JEDD is proposed at the request of all owners of land and all owners of businesses included within the proposed district; and
- C. the territory to be included in the proposed Cooper's Hawk JEDD is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date.** The creation of the Green Township Cooper's Hawk JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first day after contract approval pursuant to R.C. 715.72 (M)(3).

14. **Term.** The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2200. The contracting parties may by mutual consent extend this Contract for two additional terms of fifty 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 Cooper's Hawk 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 Cooper's Hawk JEDD territory. Therefore, according to R.C. 715.72 (P)(1), the

Cooper's Hawk JEDD Board of Directors shall be composed of the following members:

Representation	Initial Term
A. One member representing Cheviot [Municipal Member]	1 Year
B. One member representing Green Township [Township Member]	2 Years
C. One member representing the owners of businesses located in the Cooper's Hawk JEDD [Business Member]	3 Years
D. One member representing persons working within the Cooper's Hawk JEDD [Worker Member]	4 Years
E. One member selected by the members designated in subparagraphs (A) through (D) above. This member shall serve as Chairperson.	4 Years

Initial terms as prescribed by R.C. 715.72 (P)(1) are indicated. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two consecutive terms on the board.

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

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

The Business Member, Worker Member, and Chairperson are not required to be a resident of any of the contracting parties. The Green Township Trustees shall select the Business Member,

who shall be a business owner with a business located in the Cooper's Hawk JEDD. The Green Township Trustees shall also select the Worker Member, who shall be a person working within the Cooper's Hawk JEDD.

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 and the powers conferred by this Contract applicable to the Cooper's Hawk JEDD territory. According to R.C. 715.72 (P)(5), the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and is subject to R.C. Chapter 2744 [Political Subdivision Tort Liability and Immunity].

The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from Cooper's Hawk 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 hours advanced notice to all Members.

The Board of Directors may adopt policies, procedures, and advance directives which may

be administered by the Chairperson acting in conjunction with the Secretary.

16. **Board Activities.** The Board shall meet at least annually to review activities affecting the Cooper's Hawk JEDD including, but not limited to, progress on intended improvements, development activities, services to the Cooper's Hawk JEDD, and reports pertaining to the Cooper's Hawk JEDD, planning affecting the Cooper's Hawk JEDD, adequacy of services to Cooper's Hawk, 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 Cooper's Hawk 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 Cooper's Hawk JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

The Township 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, Green Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary, upon affirmative resolution of the Board or the fiscal officer of a contracting party, may review Cheviot's records relating to taxation from the Cooper's Hawk 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.

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 Cooper's Hawk 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 provide for the payment of operating expenses associated with Board activities and operation of the Cooper's Hawk 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 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 Cooper's Hawk JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Cooper's Hawk JEDD programs. The Board may also accept contributions in money or in kind for Cooper's Hawk 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 Cooper's Hawk 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. 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 Cooper's Hawk JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of Cooper's Hawk JEDD territory at a maximum rate of two (2%) percent on net profits of all business operating within the JEDD (the "Net Profits Tax"), and two (2%) percent on salaries or other personal service income earned by individuals from services performed within the JEDD (the "Earnings Tax"). Imposition of the earnings tax will not commence until after the final certificate of occupancy for the Restaurant Facility at Cooper's Hawk is issued and the Restaurant Facility is open for business. Construction workers participating in the construction of the Restaurant Facility or any other improvements at Cooper's Hawk will be excluded from the Earnings Tax imposed under the JEDD.

The resolution levying a Net Profits and Earnings Tax shall require the contracting parties to annually set aside a percentage of the amount of the Net Profits Tax and Earnings Tax collected for the long-term maintenance of the Cooper's Hawk 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 Cooper's Hawk 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 for both the Net Profits Tax and the Earnings Tax shall never exceed the lesser of the rate of the municipal income tax then levied by Cheviot or two (2%) percent during the term of the JEDD.

The resolution levying the Net Profits and Earnings Tax shall be consistent with the provisions of the City of Cheviot Income Tax Ordinance, as it may be amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract or according to law. The Board may designate those provisions of the Cheviot Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within the Cooper's Hawk 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 Net Profits and Earnings Tax is effective and collection shall commence on (i) 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, or (ii) when the final certificate of occupancy for the Restaurant Facility at Cooper's Hawk is issued and the Restaurant Facility is open for business, whichever of (i) or (ii) is later.

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

Cheviot shall administer, collect, and enforce the income tax on behalf of the Cooper's Hawk JEDD. Cheviot's Director of Finance or his designee shall serve as the Tax Administrator of the Net Profits and Earnings Tax derived from the Cooper's Hawk JEDD and shall be

responsible for the receipt, safekeeping, accounting, and investment of Net Profits and Earnings Tax revenues pending disbursement. All receipts shall be deposited to a separate Cooper's Hawk JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the Cooper's Hawk 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 to seek a declaratory judgment regarding disputed interpretation and applicability of the Cheviot Income Tax Ordinance within the Cooper's Hawk JEDD. The Tax Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Tax Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the Cooper's Hawk JEDD in any way pertaining to the income taxation within the Cooper's Hawk JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of Net Profits and Earnings Tax revenue including amounts retained in escrow. The Tax Administrator shall also report quarterly regarding Cooper's Hawk 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 Cooper's Hawk JEDD operations. The Tax Administrator shall provide quarterly reports to the Secretary regarding all revenue with taxpayer sources. Such quarterly reports shall be subject to confidentiality covenants as more fully set forth herein.

The Tax Administrator shall pay one (1%) per cent of the gross Net Profits and Earnings Tax revenue into escrow. Escrow proceeds may be utilized to pay refunds, and in general to

balance accounts. In the event of an escrow deficiency, the Tax Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the Net Profits and Earnings Tax revenue.

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

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

The Tax Administrator is authorized and may contract on behalf of the Cooper's Hawk JEDD with a municipal income tax collection and administration agency to perform the administration, collection and enforcement duties relating to the Cooper's Hawk JEDD Net Profit and Earnings Tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the City of Cheviot's portion of the Cooper's Hawk JEDD Net Revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy.** The Cooper's Hawk JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Cooper's

Hawk JEDD, notwithstanding provisions of the Cheviot Income Tax Ordinance which may be adopted to the contrary.

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

- 90% of Net Revenue from the Net Profit Tax and Earnings Tax to Township;
- 10% of Net Revenue from the Net Profit Tax and Earnings Tax to Cheviot.

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 Green Township Cooper's Hawk 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.**

1. The Township will provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit the Cooper's Hawk JEDD.
2. The Township will provide expanded public services to the

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

3. The Township will enact proceedings necessary to provide the necessary funds for public infrastructure items deemed necessary for the development of the Site, as identified by the developers of the Restaurant Facility in consultation with the Township, and may include but shall not be limited to the addition and/or modification of curb, sidewalks, water mains, gravity and force main public sewers, electric & gas utilities, pavement, site lighting, and a pad-ready site to facilitate construction of a commercial structure.

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

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

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide

necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules. Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the Cooper's Hawk JEDD, the contracting parties, Hamilton County, and the State of Ohio.

- B. **Cheviot.** Cheviot will, upon request of the Cooper's Hawk JEDD Board, provide financial services to the Secretary for analysis of economic activity affecting the Cooper's Hawk 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 Cooper's Hawk JEDD. Cheviot has established departments with capable personnel and is able to provide these limited services in furtherance of its participation. Cheviot will be responsible for the costs of administering, collecting and enforcing the income tax whether incurred by the City of Cheviot or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City of Cheviot and the Cooper's Hawk JEDD.
- C. If the income tax levied by the Cooper's Hawk 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 will have no further duty to make aforesaid contributions under this Contract.

22. **Financing.** This Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (such as 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 Cooper's Hawk 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 Cooper's Hawk JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. **Annexation.** Cheviot shall not annex any property located in the JEDD so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation,

merger, or consolidation process involving Green Township Cooper's Hawk 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 Green Township Cooper's Hawk JEDD territory.

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

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

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

28. **Integration.** The Contract (upon final approval as revised) with attached exhibits and materials incorporated by express reference represents the entire agreement of the parties and supersedes prior drafts and negotiations. The parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and intent of this Contract. To the extent permitted by this Contract, and in compliance with all laws and resolutions and ordinances controlling this Contract, the parties and their respective successors, assigns and transferees, specify that any amendment must be in writing and signed by the applicable parties.

29. **Amendment.** The contracting parties may amend the Contract to add areas to the

Green Township Cooper's Hawk JEDD in compliance with R.C. 715.72 (L), or as said section may be amended from time to time. Amendment to add areas requires unanimous consent of the contracting parties.

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

The contracting parties may not amend provisions of the Contract which affect the maximum rate of the Net Profits tax or Earnings Tax as previously established herein.

30. **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.

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

In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific

performance and other equitable remedies may be appropriate to assure Contract performance due to the potential for irreparable harm upon a default.

32. **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, or national or regional tragedy) makes performance impossible or impracticable so long as the affected contracting party did not control the circumstance, or anticipate and accept the risk.

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

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

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

In the event that any improvement projects associated with the Cooper's Hawk 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.

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

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

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

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

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

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

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

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

37. **Captions.** Paragraph captions are provided for convenience and are not intended

to affect interpretation or application of the Contract covenants.

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

Green Township Board of Trustees

By: _____
Frank A. Birkenhauer, Administrator
Pursuant to Authority of Resolution No.
25-

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 2025.

Notary Public

City of Cheviot

By: _____
Samuel D. Keller, Mayor
Pursuant to Authority of Ordinance No. 24-

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named City of Cheviot, County of Hamilton State of Ohio, by Samuel D. Keller, the duly appointed Mayor, by authority of Ordinance No. 25-_____, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of his personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 2025.

Notary Public

Exhibit A

LEGAL DESCRIPTIONS

COOPER'S HAWK is a 2.759 acre (plus or minus) site located on Harrison Avenue, and is identified in Hamilton County Auditor's Book 550, Page 220, Parcel 1197.

Complete legal description for the parcel is set out hereafter in Exhibits A-1 and A-2.

Tax Map - Dec 23 2024 JL

CAGIS - _____



CINCINNATI
DAYTON
COLUMBUS
AKRON
LOUISVILLE
TAMPA/ST. PETE

6219 Centre Park Drive
West Chester, OH 45069
p ► 513.779.7851
f ► 513.779.7852
www.kleingers.com

Legal Description
2.759 Acres

Situated in Section 29, Town 2, Fractional Range 2, Miami Purchase, Green Township, Hamilton County, Ohio and being part of a 11.015 acre tract of land conveyed to the Board of Trustees of Green Township, Hamilton County, Ohio In O.R. 15066 Pg. 1675 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows;

Beginning at a 5/8" iron pin found in the northeasterly right of way line of Harrison Avenue, said point being N53°47'13"E a distance of 61.20 feet and S24°50'47"W a distance of 63.00 feet from a magnail found at the southerly corner of Chateau Manor Condominium as recorded in P.B. 228 Pg. 2;

Thence through the aforementioned 11.015 acre tract of land, along a new division line the following nine (9) courses:

1. N65°51'37"E a distance of 37.59 feet to a 5/8" iron pin set;
2. Along a curve to the left, an arc distance of 17.90 feet to a 5/8" iron pin set, said curve having a radius of 107.00 feet, a central angle of 9°35'10" and a chord bearing N61°04'02"E a distance of 17.88 feet;
3. N56°16'27"E a distance of 55.29 feet to a 5/8" iron pin set;
4. Along a curve to the right, an arc distance of 15.56 feet to a 5/8" iron pin set, said curve having a radius of 93.00 feet, a central angle of 9°35'10" and a chord bearing N61°04'02"E a distance of 15.54 feet;
5. N65°51'36"E a distance of 59.75 feet to a 5/8" iron pin set;
6. Along a curve to the right, an arc distance of 100.33 feet to a 5/8" iron pin set, said curve having a radius of 78.01 feet, a central angle of 73°41'27" and a chord bearing S77°50'38"E a distance of 93.55 feet;
7. S40°22'57"E a distance of 50.80 feet to a 5/8" iron pin set;
8. Along a curve to the right, an arc distance of 35.75 feet to a 5/8" iron pin set, said curve having a radius of 293.00 feet, a central angle of 6°59'27" and a chord bearing S36°53'14"E a distance of 35.73 feet;
9. S33°23'30"E a distance of 237.66 feet to a 5/8" iron pin set in the northwesterly line of a 18.3 acre (dead) tract of land conveyed to Lowe's Home Centers, Inc. in O.R. 10405 Pg. 2778;

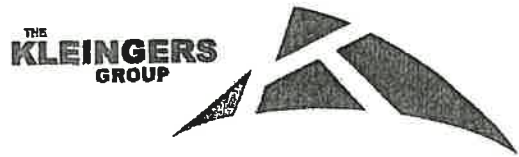
Thence along said northwesterly line, S44°06'26"W a distance of 291.92 feet to a 5/8" iron pin found in the aforementioned northeasterly right of way line of Harrison Avenue;

Thence along said northeasterly right of way line the following three (3) courses:

1. N40°38'44"W a distance of 10.64 feet to a 5/8" iron pin found;

ST 550-220-1197





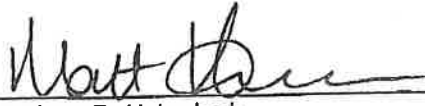
2. Along a curve to the right an arc distance of 299.54 feet to a 5/8" Iron pin found, said curve having a radius of 1086.28 feet, a central angle of 15°47'57" and a chord bearing N32°44'46"W a distance of 298.59 feet;
3. N24°50'47"W a distance of 164.33 feet to the Point of Beginning.

Containing 2.759 acres of land, more or less and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as derived from the Department of Transportation's Real Time Network (RTN). (NAD '83 -2011)

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in April 2023 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.


Matthew D. Habedank
Ohio Professional Surveyor No. 8611

10/29/2024
Date



Exhibit B

MAP OF TERRITORY

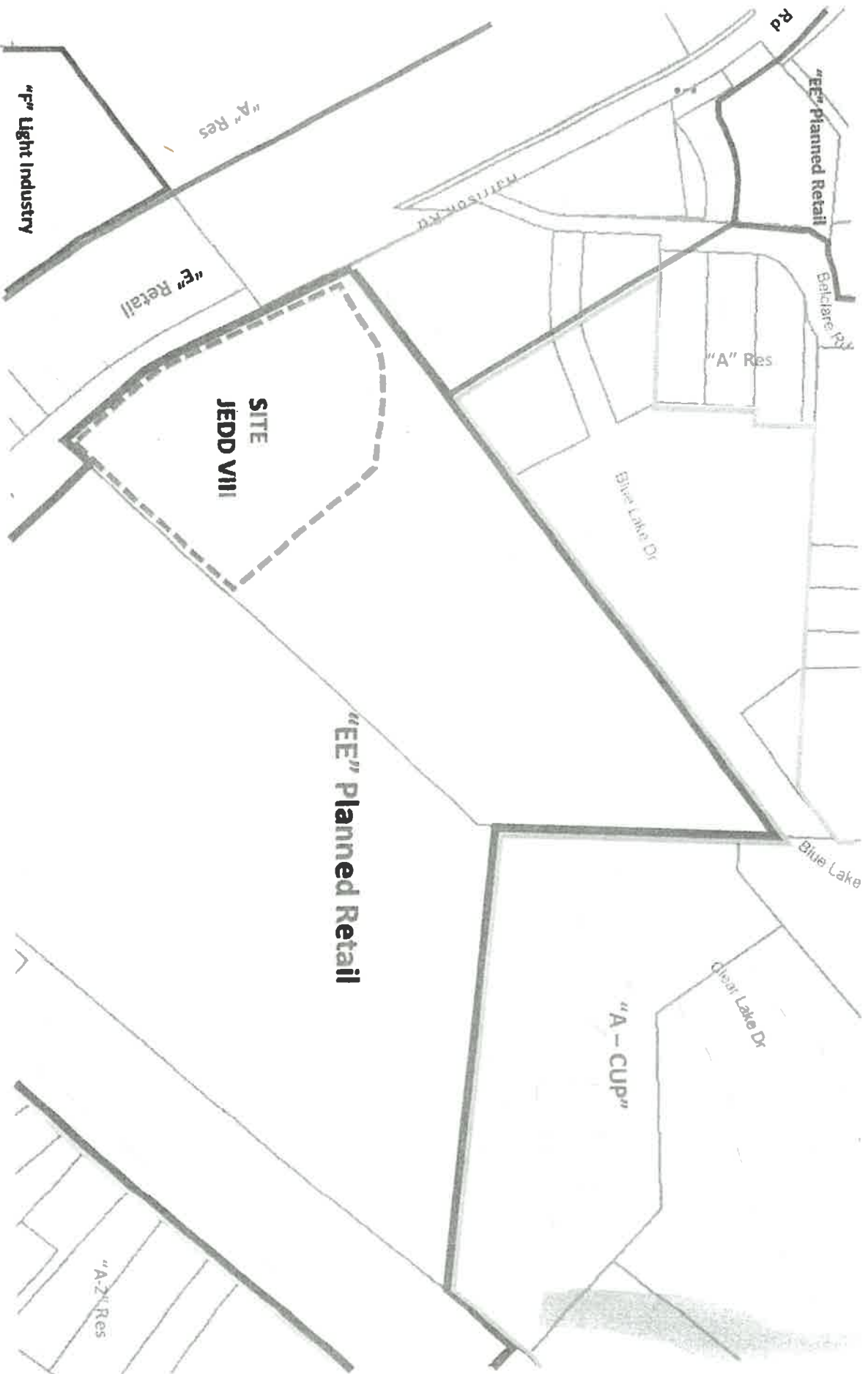
See Attached Plat Marked B-1

Exhibit C
TERRITORY ZONING MAP OF ALL AREAS

See Attached Plat Marked C-1

Green Township JEDD VIII
Site/Zoning Map

(Exhibit A)



Green Township JEDD VIII
Site/Zoning Map

(Exhibit A)

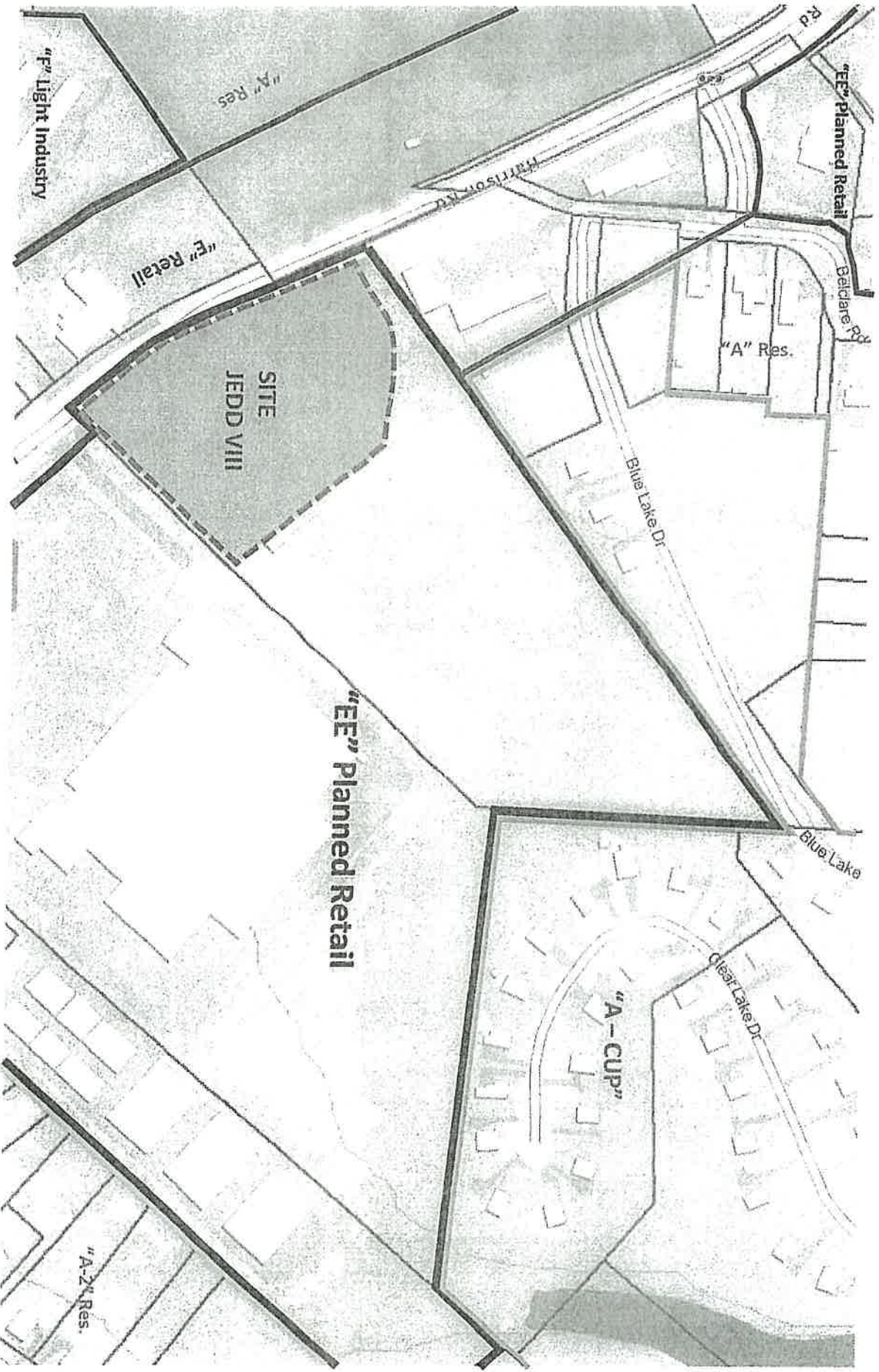


Exhibit D

Economic Development Plan

The Economic Development Plan ("Plan") for Cooper's Hawk JEDD is a combination of public and private funds used to facilitate the economic vitality of the subject parcel. 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 VIII ("District").

The Township will provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit the Cooper's Hawk JEDD.

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

The Township will enact proceedings necessary to provide the necessary funds for public infrastructure items deemed necessary for the development of the Site, as identified by the Developer in consultation with the Township, and may include but shall not be limited to, the addition and/or modification of curb, sidewalks, water mains, gravity and force main public sewers, electric and gas utilities, pavement, site lighting, and a pad-ready site to facilitate construction of a new commercial structure.

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

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

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

The establishment of the District will provide the following:

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

**PETITION BY MAJORITY OF THE OWNERS OF BUSINESSES LOCATED WITHIN
PROPERTY TO BE INCLUDED IN THE GREEN TOWNSHIP - CITY OF CHEVIOT
JOINT ECONOMIC DEVELOPMENT DISTRICT VIII**

This petition is submitted by **COOPER'S HAWK GREEN TOWNSHIP, LLC** ("Cooper's Hawk") in connection with the Green Township - City of Cheviot Joint Economic Development District Number VIII ("JEDD District VIII"). A majority of the businesses operating in this district are owned separately by Cooper's Hawk. The business operated by Cooper's Hawk is located at the parcel listed in Hamilton County Auditor's Book 550, Page 220, Parcel 1197, and which is more particularly described in the title deed held by Cooper's Hawk, recorded in Official Record Book 15323, Page 01056 of the Hamilton County Recorder's Records.

Cooper's Hawk conducts a majority of the business operations located within JEDD District VIII. Cooper's Hawk consents to the establishment of the JEDD District VIII.

All of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code pertaining to JEDD District VIII are available for public inspection in the office of the Fiscal Officer of Green Township and the Clerk of the City of Cheviot.

In Witness Whereof, this petition has been executed by an officer of Cooper's Hawk.

Cooper's Hawk Green Township, LLC

By: Timothy McEnery
Timothy McEnery, Manager

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

Before me, a Notary Public, in and for said county, personally appeared the above-named Timothy McEnery, in his capacity as Manager of Cooper's Hawk Green Township, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument and the same is his and the corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 22
day of NOVEMBER, 2024.



Meghan Jagodzinski
Notary Public

**PETITION BY OWNERS OF PROPERTY TO BE INCLUDED IN THE GREEN
TOWNSHIP - CITY OF CHEVIOT
JOINT ECONOMIC DEVELOPMENT DISTRICT VIII**

This petition is submitted by **NNN REIT, LP** (“NNN Reit”) in connection with the Green Township - City of Cheviot Joint Economic Development District Number VIII (“JEDD District VIII”). A majority of the property in this district is owned separately by NNN Reit. The property owned by NNN Reit is located at the parcel listed in Hamilton County Auditor’s Book 550, Page 220, Parcel 1197, and which is more particularly described in the title deed held by NNN Reit, recorded in Official Record Book 15332, Page 285 of the Hamilton County Recorder’s Records.

NNN Reit owns the majority of the property located within JEDD District VIII. NNN Reit consents to the establishment of JEDD District VIII.

All of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code pertaining to JEDD District VIII are available for public inspection in the office of the Fiscal Officer of Green Township and the Clerk of the City of Cheviot.

In Witness Whereof, this petition has been executed by an officer of NNN Reit.

NNN REIT, LP, ^{JIV}
a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation
as General Partner

By: [Signature]
Name: Jonathan A Adamo
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 17th day of January, 2025 by
Jonathan A Adamo, as Executive Vice President of NNN GP Corp., a
Delaware corporation, as general partner of NNN REIT, LP, a Delaware limited partnership, on
behalf of the partnership. He is personally known to me.

[Signature]
Notary Public - State of Florida
Print Name: Maria Kostka
Commission Number: HH 592394
Commission Expires: 11/18/28

(NOTARY SEAL)

