

CITY OF CHEVIOT
STATE OF OHIO

ORDINANCE NO. 16 – 9

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

WHEREAS, on July 5, 2016, 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 V; and

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 V 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 V contract, a copy of which is attached hereto as “Exhibit A” and made a part hereof, is hereby approved.

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

Section 3: 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 V to proceed without delay on the part of the City of Cheviot.

Deborah M. Slaughter
Deborah M. Slaughter
President of Council

July 19, 2016

Date passed

Samuel D. Keller
Samuel D. Keller
Mayor

7/19/16
Date approved

Attest:

Jenny M. Eilermann
Jenny M. Eilermann
Clerk of Council

APPROVED AS TO FORM:

Mark G. Waters
MARK G. WATERS
LAW DIRECTOR

CERTIFICATION OF PUBLICATION

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

- 1) 7-27, 2016, and
2) 8-3, 2016.

Jenny M. Eilermann
Jenny M. Eilermann
Clerk of Council

CERTIFICATION OF TRUE AND ACCURATE COPY

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that this is a true and accurate copy of the original Ordinance No. 16 - 9 passed by the Cheviot City Council on July 19, 2016, at an open meeting, in accordance with Ohio law, and that the original ordinance is in my possession at the Cheviot City Hall.

Jenny M. Eilermann
Jenny M. Eilermann
Clerk of Council

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

The contracting parties hereby enter into this Contract to create the Green Township Joint Economic Development District V (UDF North Bend) 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 V (UDF North Bend) 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 UDF North Bend 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 UDF North Bend JEDD territory. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

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

4. **Location.** The Green Township Joint Economic Development District V (UDF North Bend) is located entirely within Green Township, Hamilton County, Ohio. The UDF North Bend JEDD is a 2.21 acre (plus or minus) site located on North Bend Road and Westwood Northern Boulevard and is identified in the following parcels identified in Hamilton County Auditor's Book 550, Page 61:

Hamilton County Auditor's Book 550, Page 61, Parcel 161
Hamilton County Auditor's Book 550, Page 61, Parcel 162
Hamilton County Auditor's Book 550, Page 61, Parcel 185
Hamilton County Auditor's Book 550, Page 61, Parcel 186
Hamilton County Auditor's Book 550, Page 61, Parcel 187
Hamilton County Auditor's Book 550, Page 61, Parcel 188
Hamilton County Auditor's Book 550, Page 61, Parcel 191
Hamilton County Auditor's Book 550, Page 61, Parcel 192
Hamilton County Auditor's Book 550, Page 61, Parcel 263
Hamilton County Auditor's Book 550, Page 61, Parcel 460

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 UDF North Bend 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. **UDF North Bend JEDD Criteria.** The areas to be included in the Green Township UDF North Bend JEDD meet all of the following criteria:

A. The areas are located entirely within Green Township;

located in the UDF North Bend JEDD territory and a majority of the owners of businesses located in the UDF North Bend JEDD territory shall submit their petitions supporting creation of the Green Township UDF North Bend JEDD.

After adoption of the resolutions and ordinances approving this Contract to create the Green Township UDF North Bend 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 UDF North Bend 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 UDF North Bend JEDD;
- E. a certificate of each contracting party that the public hearings required by R.C. 715.75 were held, the date of the hearings, and evidence of publication of the notice of the hearings;
- F. a petition signed by a majority of the owners of property (land) located within the areas to be included in the UDF North Bend JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the UDF North Bend 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 UDF North Bend JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the UDF North Bend JEDD territory who did not sign the petition.

Green Township Resolution No. 16-0523- ____ approving the creation of the Green Township UDF North Bend JEDD and authorizing the proposed Contract is not required to be submitted to the electors of the township for approval pursuant to R.C. 715.77 (A) (1) because:

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

13. **Effective Date.** The creation of the Green Township UDF North Bend 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. 715.77 (A) (4).

14. **Term.** The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2066. The contracting parties may by mutual consent extend this Contract for two additional terms of ten years each.

The parties acknowledge that the development opportunities to be derived from the

Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with the UDF North Bend 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 UDF North Bend JEDD territory. Therefore, according to R.C. 715.78 (A) (1), the UDF North Bend 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 UDF NORTH BEND JEDD [Business Member]	3 Years
D. One member representing persons working within the UDF NORTH BEND 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. 715.78 (A) are indicated. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two consecutive terms on the board.

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

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

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

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

The authority of the Board of Directors is limited according to statutory authority of R.C. 715.72 to 715.81 and the powers conferred by this Contract applicable to the UDF North Bend JEDD territory. According to R.C. 715.78 (D), the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and 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 UDF North Bend 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 UDF NORTH BEND JEDD including, but not limited to, progress on intended improvements, development activities, services to the UDF NORTH BEND JEDD, and reports pertaining to the UDF NORTH BEND JEDD, planning affecting the UDF NORTH BEND JEDD, adequacy of services to the UDF NORTH BEND JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the UDF NORTH BEND 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 UDF NORTH BEND 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, 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 UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD related activities such as construction, maintenance, operation of any facility, research, and development for UDF NORTH BEND JEDD programs. The Board may also accept contributions in money or in kind for UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of UDF NORTH BEND JEDD territory at a maximum rate of one (1%) percent based net profits of all business operating with the JEDD District (the ANet Profits Tax@), and one (1%) percent on salaries or other personal service income earned by individuals from services performed within the JEDD (the "Earnings Tax") , with a cap on earned income at \$100,000 per annum, which cap shall be

adjusted annually on January 1st of each year during the existence of the JEDD, based upon the Consumer Prices Index (CPI-U) published by the U.S. Bureau of Labor Statistics on September 30 of the preceding year. Imposition of the earnings tax will not commence until after the final certificate of occupancy for the Retail/Restaurant Facility at UDF is issued. Construction workers participating in the construction of the Retail/Restaurant Facility or any other improvements at UDF will be excluded from the Earnings Tax imposed under the JEDD.

The resolution levying an 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 UDF NORTH BEND 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 UDF NORTH BEND 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 (subject to the cap as hereinabove provided) the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by Cheviot or one (1%) percent.

The resolution levying the 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 UDF NORTH BEND 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 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 when the final certificate of occupancy for the Retail/Restaurant Facility at UDF is issued, whichever is later.

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

Cheviot shall administer, collect, and enforce the income tax on behalf of the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD in any way pertaining to the income taxation within the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD Net Profit Tax, and the net payroll portion of the UDF NORTH BEND JEDD Earnings Tax, less (a) the amount allocated for the long-term maintenance of the UDF NORTH BEND 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 UDF NORTH BEND JEDD with a municipal income tax collection and administration agency to perform the administration, collection and enforcement duties relating to the UDF NORTH BEND 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 UDF NORTH BEND JEDD Net Revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy.** The UDF NORTH BEND JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings with the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD.
2. The Township will provide expanded public services to the UDF NORTH BEND 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 transfer ownership of real property located along

Westwood Northern Boulevard to the Developer in order to support the Development.

4. The Township will enact proceedings necessary to provide the necessary funds for public infrastructure items deemed necessary for the development of the Site, as identified by UDF 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, traffic signal, pavement markings and signage.
5. The total amount to be paid by the Township for the public infrastructure improvements will be an amount not to exceed \$250,000.00.
6. Participating in UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD, the contracting parties, Hamilton County, and the State of Ohio.

- B. **Cheviot.** Cheviot will, upon request of the UDF NORTH BEND JEDD Board, provide financial services to the Secretary for analysis of economic activity affecting the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD. Notwithstanding the foregoing, the Township will contribute a one-time sum not to exceed \$5,000.00 to the City of Cheviot to help defray the cost of computer hardware and software upgrades to be purchased by the City of Cheviot. This sum shall be due and payable upon the ratification of this Agreement and the purchase of the computer upgrades by the City of

Cheviot. Thereafter, the Township will be reimbursed for the sum paid to the City of Cheviot from the initial collection of JEDD Revenues prior to the distribution of initial Net Revenues.

- C. If the income tax levied by the UDF NORTH BEND 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 UDF NORTH BEND 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 UDF NORTH BEND JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. **Third Party Service Providers.**

- A. **Water.** The Greater Cincinnati Water Works supplies public fresh water distribution to the UDF NORTH BEND JEDD territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of assessments to recover for the Greater Cincinnati Water Works the costs associated with capital improvements to the water distribution system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of extending adequate supply of water to the UDF NORTH BEND JEDD.
- B. **Sanitary Sewer.** The Metropolitan Sewer District supplies sanitary sewer service to the UDF NORTH BEND JEDD territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer

compensation agreements in furtherance of providing adequate sanitary sewer service to the UDF NORTH BEND JEDD.

- C. **Electric and Gas Service.** Duke Energy is the utility supplier of electric and natural gas to the UDF NORTH BEND JEDD territory. To the extent permitted by law, the contracting parties may enter into reimbursement agreements associated with relocating utility distribution lines or other fixtures for road improvements or other public improvements. Deregulation of utilities may enable new opportunities associated with purchase and supply of energy (i.e., electric and natural gas). The contracting parties shall cooperate with one another in undertaking new ventures, investigating new technologies, conservation programs, and financial programs in furtherance of extending adequate energy at competitive rates to the UDF NORTH BEND JEDD territory.

25. **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 UDF NORTH BEND 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 UDF NORTH BEND JEDD territory.

26. **Real Property Taxation.** The creation of the UDF NORTH BEND JEDD shall not be construed to affect real property taxation within the UDF NORTH BEND JEDD territory

and shall not affect the Township's distributive share of real property tax revenue.

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

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

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

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

The contracting parties reserve the right to amend any provision of the Contract from time

to time and to provide Board directives upon approval of all contracting parties. Furthermore, one or more of the contracting parties may enter into independent inter-governmental agreements

with one or more contracting parties or non-contracting parties which may be consistent with and in furtherance of the economic development plan and the public purpose stated in this Contract.

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

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

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

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

33. **Force Majeure.** Performance of contractual duty is excused to the extent that an event or occurrence beyond the control of a contracting party (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.

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

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

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

In the event that any improvement projects associated with the UDF NORTH BEND 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.

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

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

With a copy to: Green Township Law Director
Francis M. Hyle
Francis M. Hyle Co., LPA
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.

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

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

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

Green Township Board of Trustees

By: _____
Kevin T. Celarek, Administrator
Pursuant to Authority of Resolution No.
16-0523-__

STATE OF OHIO)
 SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named Green Township Trustees, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, Kevin T. Celarek, by authority of Resolution No. 16-0523-_____, 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 May, 2016.

Notary Public

City of Cheviot

By: _____
Pursuant to Authority of Ordinance No.

STATE OF OHIO)
 SS:

COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named City of Cheviot, County of Hamilton, State of Ohio, by their duly appointed _____ by authority of Ordinance No. _____, 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 May, 2016.

Notary Public

Exhibit A

LEGAL DESCRIPTIONS

THE NORTH BEND JEDD is a 2.21 acre (plus or minus) site located on North Bend Road and Westwood Northern Boulevard, and is identified in Hamilton County Auditor's Book 550, Page 61, Parcels 161, 162, 185, 186, 187, 188, 191, 192, 263, and 460.

Complete legal descriptions for the parcels are set out hereafter in Exhibits A-1 through A-8.

EXHIBIT A - 1
(4118 NORTH BEND ROAD, HAMILTON COUNTY, OHIO)

Auditor's Parcel No. 550-0061-0161:

8th Series Reference: 38/474

Situate, lying and being in Section 10, Town 2, Fractional Range 2 of the Miami Purchase, in Green Township, Hamilton County, Ohio and being the North 46.54 feet of Lot No. 4 of Loffink's Subdivision by Louisa & George Loffink, as the same is recorded in Plat Book 25, Page 47 of the Plat Records of Hamilton County, Ohio and more particularly described as follows:

Beginning at a point in the east line of North Bend Road 150 feet South from the South line of Dickinson Avenue, which point is also the Northwest corner of Lot No. 4 of Loffink's Subdivision aforesaid; thence running South along the East line of North Bend Road, 46.97 feet to the North line of a 3 foot strip of ground; thence East along the North line of said 3 foot strip, 185.79 feet to the East line of Lot No. 4 of Loffink's Subdivision aforesaid; thence North along the East line of said Lot 4, 46.54 feet to a point; being the Northeast corner of said Lot 4; thence West along the North line of said Lot 4, 179.22 feet to the place of beginning.

Also the following described temporary easement for the purpose of accommodating an encroachment:

Situate in Section 10, Town 2, Fractional Range 2, Green Township, Hamilton County, Ohio, being a part of Lot 8 of I & G Loffink Subdivision as recorded in Plat Book 25, Page 47, Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at an iron bar at the southwest corner of Lot 3 of aforesaid subdivision; thence N. 9° 38' 30" E. along the east line of North Bend Road and in the west line of Lot 3, a distance of 5.05 feet to a point; thence S. 88° 06' 30" E., a distance of 178.54 feet to a point; thence S. 1° 53' 30" W., a distance of 5.00 feet to an iron bar; thence N. 88° 06' 30" W. along the south line of Lot 3, a distance of 179.22 feet to a point, the place of beginning.

Containing 0.02 acres.

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 6-2-11 DS

CAGIS - _____

PRIOR DEED REF: OR 12908, Pg 1671

EXHIBIT A - 2
(4106 North Bend Road, Hamilton County, Ohio)

Auditor's Parcel No. 550-0061-0162 and 0163, consolidated:

8th Series Reference: 38/474

Situated in Section 10, Town 2, Fractional Range 2, of the Miami Purchase, in Green Township, Hamilton County, Ohio, and being known, numbered and designated as Lot No. 5 of L. & G. Loffink's Subdivision, as per plat thereof recorded in Plat Book 25, page 47, of the plat records of Hamilton County, Ohio. Said lot fronts 64.40 feet on the east side of North Bend Road.

Also situated in Section 10, Town 2, Fractional Range 2, of the Miami Purchase in Green Township, Hamilton County, Ohio, and being the south 3 feet of Lot No. 4 of said L. & G. Loffink's Subdivision, fronting 3.3 feet more or less on the east line of North Bend Road by 185.79 feet more or less in depth.

PRIOR DEED REF. OR 17908, Pg 1668

EXHIBIT A-3
(4094 North Bend Road, Hamilton County, Ohio)

8th Series Reference: 37-284 "C"

PARCEL I: Auditor's Parcel No. 550-0061-0185:

Situated in the Southwest Quarter of Section 10, Town 2, Fractional Range 2, of the Miami Purchase, in Green Township, Hamilton County, Ohio, being a part of the East part of 1 of Number 2 of Henry Bray's Estate, and bounded and described as follows:

Beginning at a spike in the center of the North Bend Road, which spike is located North 8 deg. 2-1/2' East, 179.19 feet from a spike in the center of said North Bend Road, in the South line of said Lot Number 2; thence South 88 deg. 45' East, 115.21 feet to a point (in the North line of property conveyed to one Henry Jacob, by deed recorded in Deed Book 961, Page 119 of the records of said county); thence South 8 deg. 1-1/2' West, 50 feet to a point; thence West, parallel to the North line of the property conveyed to said Henry Jacob as aforesaid to the center of the said North Bend Road; thence North 8 deg. 2-1/2' East, in said North Bend Road, 50 feet to the place of beginning.

PARCEL II: Auditor's Parcel No. 550-0061-0186:

Situated in Green Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Being part of Lot 2 of Henry Bray's Estate as recorded in Deed Book 240, Page 603 in Hamilton County, Recorder's Office and further described as follows:

Beginning at a point in the South line of Lot Number 5 of L&G Subdivision, as recorded in Plat Book 25, Page 47 in the Recorder's Office, 115.21 feet East of the centerline of North Bend Road; thence South 8 deg. 2-1/2' West, 50 feet to a point; thence North 88 deg. 45' West, 115.21 feet to the centerline of North Bend Road; thence South 8 deg. 2-1/2' East, 0.21 feet to a point in said centerline; thence South 88 deg. 42' East, 121.16 feet to a point; thence North 1 deg. 36 1/2' East, 50 feet to a point and place of beginning.

PRIOR DEED REF: OR 12908, Pg 1665

EXHIBIT A - 4

(4078 & 3380 NORTH BEND ROAD, HAMILTON COUNTY, OHIO)

Auditor's Parcel No. 550-0061-0187 (3380 North Bend Road)

Situate in the southwest quarter of Section 10, Town 2, Fractional Range 2, Green Township, Miami Purchase, Hamilton County, Ohio, and being part of Lot No. 2 of Henry Bray's Estate, as recorded in Deed Book 240, Page 603, of the Deed Records of Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point in the center line of North Bend Road in the south line of said Lot No. 2, thence North 8°2½' East, a distance of 128.97 feet to a point; thence South 88°42' East, a distance of 81.43 feet to the point and place of beginning of the premises herein conveyed, said point being the northeast corner of a lot of land conveyed by Walter L. Hemphling and Cora Elizabeth Hemphling to Jack H. Guethlein and Rose Guethlein by deed dated August 16, 1954, recorded in Deed Book 2422, Page 54, Deed Records of Hamilton County, Ohio; thence continuing South 88°42' East, a distance of 39.73 feet to a point; thence South 1°36½' West 86.59 feet to a point in the north line of Alpine Place; thence North 88° 23½' West along the northerly line of Alpine Place, a distance of 42.34 feet to a point, said point being the southeast corner of said Guethlein property; thence North 3°20½' East along the east line of said Guethlein property, a distance of 86.42 feet to the point and place of beginning.

Auditor's Parcel No. 550-0061-0263 (4078 North Bend Road)

Situate in the Southwest Quarter of Section 10, Town 2, Fractional Range 2, Green Township, Miami Purchase, Hamilton County, Ohio and being part of Lot No. 2 of Henry Bray's Estate as recorded in Deed Book 240, Page 603 of the Deed Records of Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point in the centerline of North Bend Road in the south line of said Lot No. 2; thence North 8°2½' East, 42.27 feet to a point for the place of beginning of the premises herein conveyed; thence continuing North 8°2½' East along the centerline of North Bend Road, 86.70 feet to a point; thence South 88°42' East, 81.43 feet to a point; thence South 3°20'30" West a distance of 86.42 feet to a point in the northerly line of Alpine Place; thence North 88° 23½' West, a distance of 88.19 feet to the point and place of beginning.

FILED IN THE DEED RECORDS OF OHIO, 12908, pg 1653

EXHIBIT A - 5
(3374 ALPINE PLACE, HAMILTON COUNTY, OHIO)

Auditor's Parcel No. 550-0061-0188, 0189, 0190, consolidated

8th Series Reference: 37, Page 284 O

Situate in the Southwest Quarter of Section 10, Town 2, Fractional Range 2 of the Miami Purchase, in Green Township, Hamilton County, Ohio and being a part of Lot No. 2 of Henry Bray's Estate as recorded in Deed Book 240, Page 603 of the Hamilton County Recorder's Office and bounded and described as follows:

Beginning at a spike in the center of North Bend Road in the south line of said Lot No. 2, thence North $8^{\circ}22\frac{1}{2}'$ East, 42.27 feet to a point; thence South $88^{\circ}23\frac{1}{2}'$ East, 130.53 feet to a point, the beginning place of the property herein conveyed; thence North $1^{\circ}36\frac{1}{2}'$ East, 136.59 feet to a point, thence South $88^{\circ}36\frac{1}{2}'$ East, 49.92 feet to a point; thence South $1^{\circ}36\frac{1}{2}'$ West, 136.78 feet to a point; thence North $88^{\circ}23\frac{1}{2}'$ West, 49.92 feet to the place of beginning.

PRIOR DEED REF: OR 12815, Pg 1236

EXHIBIT A-6
(3362 ALPINE PLACE, HAMILTON COUNTY, OHIO)

Auditor's Parcel No. 550-0061-0191

8th Series Reference: 37, Page 2840

Situate in the southwest quarter of Section 10, Town 2, Fractional Range 2 of the Miami Purchase and in Green Township, Hamilton County, Ohio, and being a part of the east part of Lot No. 2 of Henry Bray's Estate and bounded and described as follows, to wit:

Beginning at an iron pipe on the east side of North Bend Road; thence East 155 feet on the south line of Alpine Place to a point; thence at right angles, North 42 feet to a stake (the beginning point of the lot hereby conveyed); thence continuing with the same line North 136.63 feet to a stake on the north line of said Henry Jacob's property; thence East on said North line of said Henry Jacob's property, 50 feet to a stake; thence South 136.82 feet parallel with the already described line on the west to an iron pipe in the North line of the proposed street; thence West along the North line of the proposed street, 50 feet to the place of beginning.

THANK YOU FOR REF. OR 17908, Pg 1660

EXHIBIT A - 7
(3350 ALPINE PLACE, CINCINNATI, HAMILTON COUNTY, OHIO)

Auditor's Parcel No. 550-0061-0192:

8th Series Reference: 37/284 "C"

Situate in the Southwest Quarter of Section 10, Town 2, Fractional Range 2 of the Miami Purchase, Green Township, Hamilton County, Ohio and being a part of the east part of Lot No. 2 of Henry Bray's Estate, a plat of which is recorded in Deed Book No. 240, Page 603, Hamilton County, Ohio Records and bounded and described as follows:

Beginning at an iron pipe on the East side of North Bend Road, said iron pipe being at the point of intersection of the said East line of said North Bend Road and the South line of said Lot No. 2; thence East 205 feet on the South line of said Lot No. 2 of Henry Bray's Estate to a point; thence at right angles North 42 feet to a stake, the beginning point of the lot hereby conveyed, thence continuing with the same line North 136.97 feet to a stake on the North line of Henry Jacobs property, thence East on the North line of said Henry Jacobs property 50 feet to a stake; thence South parallel with the already described line on the West (which is also the East line of the property of Lester M. Jacobs), 137.16 feet a stake in the North line of a private street known as Alpine Place, thence West along the North line of Alpine Place 50 feet to the place of beginning.

PRIOR DEED REF: OR 12908, Pg 1657

EXHIBIT A-8

Auditor's Parcel No. 550-0061-0460

SITUATE IN SECTION 10, TOWN 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF LOTS 2 AND 3 AND 6 THRU 14 OF LOFFINK SUBDIVISION AS RECORDED IN PLAT BOOK 25, PAGE 17 OF THE HAMILTON COUNTY, OHIO RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON PIN AND CAP (7862) IN THE SOUTHERLY RIGHT OF WAY OF DICKINSON ROAD AT THE NORTHWEST CORNER OF LOT 15 OF SAID LOFFINK SUBDIVISION; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF DICKINSON ROAD, ALONG THE WESTERLY LINE OF SAID LOT 15, SOUTH 06° 23' 53" WEST, 241.11 FEET TO A SET 5/8" IRON PIN AND CAP (7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 15, SOUTH 06° 23' 53" WEST, 17.80 FEET TO A SET 5/8" IRON PIN AND CAP (7862) AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE ALONG THE SOUTHERLY LINE OF SAID LOFFINK SUBDIVISION, NORTH 83° 58' 40" WEST, 450.01 FEET TO A SET 5/8" IRON PIN AND CAP AT THE SOUTHEAST CORNER OF LOT 5 OF SAID LOFFINK SUBDIVISION; THENCE ALONG THE EASTERLY LINES OF LOTS 4 AND 5 OF SAID LOFFINK SUBDIVISION, NORTH 06° 23' 53" EAST, 115.09 FEET TO A SET 5/8" IRON PIN AND CAP AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 4, NORTH 83° 36' 07" WEST, 159.72 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 4, ALONG A NEW DIVISION LINE, THE FOLLOWING FOUR COURSES AND DISTANCES, NORTH 13° 31' 03" EAST, 1.25 FEET TO A SET 5/8" IRON PIN AND CAP (7862) AND ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET, A DISTANCE OF 121.16 FEET, THE CHORD OF SAID CURVE BEARS NORTH 65° 06' 08" EAST, 106.59 FEET TO A SET 5/8" IRON PIN AND CAP (7862) IN THE SOUTHERLY RIGHT OF WAY OF WESTWOOD NORTHERN BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF WESTWOOD NORTHERN BOULEVARD, THE FOLLOWING TWO COURSES AND DISTANCES, SOUTH 67° 18' 48" EAST, 532.40 FEET TO A SET 5/8" IRON PIN AND CAP AND ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 1,095.92 FEET A DISTANCE OF 4.81 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 67° 11' 12" EAST, 4.84 FEET TO THE PLACE OF BEGINNING.

THIS CONTAINING 1.0627 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

PRIOR INSTRUMENT REFERENCE: OFFICIAL RECORD BOOK 12937, PAGE 208, HAMILTON COUNTY RECORDER'S OFFICE.

Exhibit B

MAP OF TERRITORY

See Attached Plat Marked B-1

EXHIBIT B-1

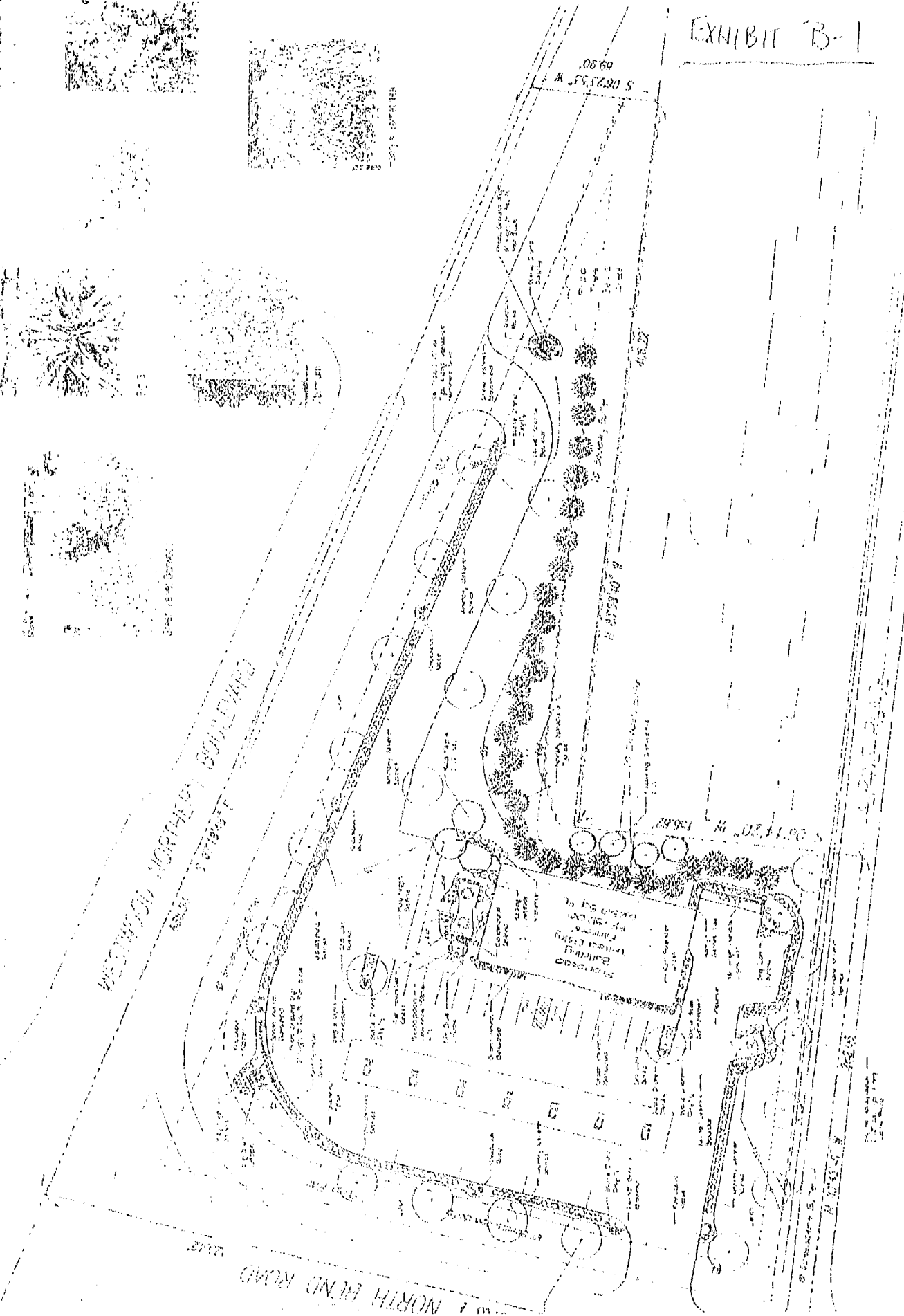


EXHIBIT B-1

Exhibit C

TERRITORY ZONING MAP OF ALL AREAS

See Attached Plat Marked C-1

Exhibit D

Economic Development Plan

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

The Township will provide expanded public services to the UDE NORTH BEND JEED, 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 convey real property along Westwood Northern Boulevard to the Developer in order to support the Development.

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, traffic signal, pavement markings and signage.

The total amount to be paid by the Township for the public infrastructure improvements and the public infrastructure improvements will be an amount not to exceed \$250,000.00.

Participating in UDE NORTH BEND JEED 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 UDE NORTH BEND JEED 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 UDF NORTH BEND 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 OWNERS OF PROPERTY TO BE INCLUDED IN THE GREEN
TOWNSHIP-CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT V**

This petition is submitted by United Dairy Farmers Inc. in connection with the Green Township-City of Cheviot Joint Economic Development District Number V. The majority of the property in this district is owned by United Dairy Farmers Inc.

The property owned by United Dairy Farmers Inc. is located at the parcels listed in the following Hamilton County Auditor records:

Hamilton County Auditor's Book 550, Page 61, Parcel 161

Hamilton County Auditor's Book 550, Page 61, Parcel 162

Hamilton County Auditor's Book 550, Page 61, Parcel 185

Hamilton County Auditor's Book 550, Page 61, Parcel 186

Hamilton County Auditor's Book 550, Page 61, Parcel 187

Hamilton County Auditor's Book 550, Page 61, Parcel 188

Hamilton County Auditor's Book 550, Page 61, Parcel 191

Hamilton County Auditor's Book 550, Page 61, Parcel 192

Hamilton County Auditor's Book 550, Page 61, Parcel 253

Hamilton County Auditor's Book 550, Page 61, Parcel 460

and which are more particularly described in the title deeds held by United Dairy Farmers Inc. recorded in the following records of the Hamilton County Recorder:

Official Record Book 12815, Page 1236

Official Record Book 12908, Page 1653

Official Record Book 12908, Page 1657

Official Record Book 12908, Page 1660

Official Record Book 12908, Page 1665

Official Record Book 12908, Page 1668

Official Record Book 12908, Page 1671

United Dairy Farmers Inc. owns all the property located within the Green Township - City of Cheviot Joint Economic Development District V.

United Dairy Farmers Inc. consents to the establishment of the Joint Economic Development District V.

All of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code pertaining to the Green Township - City of Cheviot Joint Economic Development District V Contract 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 United Dairy Farmers Inc.

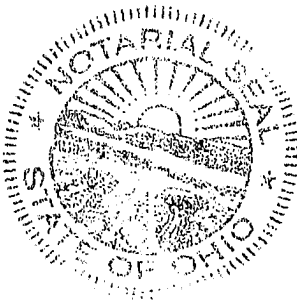
United Dairy Farmers Inc.

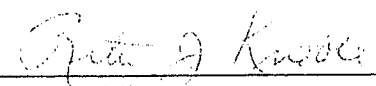
By: 

STATE OF OHIO)
 SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named Robert A. Livonice, Jr. in his capacity as Treasurer of United Dairy Farmers Inc., 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 11th day of March, 2016.




Notary Public

RITA J. KNOBLE
Notary Public, State of Ohio
My Commission Expires 11-27-2019

**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 V**

This petition is submitted by United Dairy Farmers Inc. in connection with the Green Township-City of Cheviot Joint Economic Development District Number V. A majority of the businesses operating in this district are owned by United Dairy Farmers Inc.

The business operated by United Dairy Farmers Inc. is located at the parcels listed in the following Hamilton County Auditor records:

Hamilton County Auditor's Book 550, Page 61, Parcel 161
Hamilton County Auditor's Book 550, Page 61, Parcel 162
Hamilton County Auditor's Book 550, Page 61, Parcel 185
Hamilton County Auditor's Book 550, Page 61, Parcel 186
Hamilton County Auditor's Book 550, Page 61, Parcel 187
Hamilton County Auditor's Book 550, Page 61, Parcel 188
Hamilton County Auditor's Book 550, Page 61, Parcel 191
Hamilton County Auditor's Book 550, Page 61, Parcel 192
Hamilton County Auditor's Book 550, Page 61, Parcel 263
Hamilton County Auditor's Book 550, Page 61, Parcel 460

and which are more particularly described in the title deeds held by United Dairy Farmers Inc. recorded in the following records of the Hamilton County Recorder:

Official Record Book 12815, Page 1236
Official Record Book 12908, Page 1653
Official Record Book 12908, Page 1657
Official Record Book 12908, Page 1660
Official Record Book 12908, Page 1665
Official Record Book 12908, Page 1668
Official Record Book 12908, Page 1671
Official Record Book 13078, Page 1674

United Dairy Farmers Inc. conducts a majority of the business operations located within the Green Township-City of Cheviot Joint Economic Development District V.

United Dairy Farmers Inc. consents to the establishment of the Joint Economic Development District V.

All of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code pertaining to the Green Township - City of Cheviot Joint Economic Development District V Contract 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 United Dairy Farmers Inc.

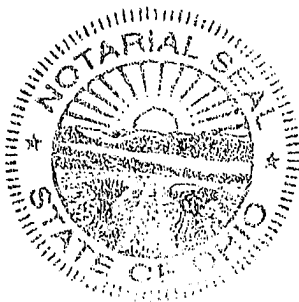
United Dairy Farmers Inc.

By: [Signature]

STATE OF OHIO)
 SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said county, personally appeared the above-named Robert D. Lippert, Jr. in his capacity as Treasurer of United Dairy Farmers Inc., 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 11th day of MARCH, 2016.



[Signature]
Notary Public

RITA J. KNOBLE
Notary Public, State of Ohio
My Commission Expires 11-27-2019