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ADMINISTRATION

GREEN TOWNSHIP - CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT DISTRICT 1 CONTRACT

The contracting parties hereby enter into this Contract to create the Green Township Joint Economic Development District 1 (Western Ridge) pursuant to lawful authority and for good and valuable consideration as more fully set forth:

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

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

and

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

2. **Recitals.** The contracting parties are creating the Green Township Joint Economic Development District 1 [Western Ridge JEDD] 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 Western Ridge 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 Western Ridge 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 1 [Western Ridge JEDD] is located entirely within Green Township, Hamilton County, Ohio. The Western Ridge JEDD is located on Harrison Avenue and is further described by Hamilton County Auditor Book 550, Page 320, Parcel 614.

5. **Nexus.** The geographic eligibility requirements regarding the contracting parties set forth n R.C. 715.72 (C)(1) are satisfied by virtue of the following:

A. Green Township is contiguous to the City of Cheviot;

B. The Western Ridge JEDD is located entirely within Green Township; and

C. Cheviot and Green Township are both located within Hamilton County, Ohio.

6. **Western Ridge JEDD Criteria.** The criteria for inclusion of areas set forth in R.C. 715.73 are satisfied by virtue of the following:

A. The area is located entirely within Green Township;

B. No electors reside within the areas and no part of the areas are zoned for residential use; and

C The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township.

7. **Territory.** The area to be included within the Green Township Western Ridge JEDD consist of one parcel and is referred to as the Western Ridge JEDD territory. The following areas are to be included in the Green Township Western Ridge JEDD:

LEGAL DESCRIPTION - See Exhibit A.

Hamilton County Auditor Book 550, Page 320, Parcel 614

The legal description attached hereto gives the acreage of each parcel. Total acreage of the parcels in the JEDD is approximately 32 acres.

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 Western Ridge JEDD territory.

8. **Zoning.** The Western Ridge 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 Western Ridge JEDD territory (or any parcels contained herein), or to amend the Hamilton County Zoning Resolution, or to grant conditional uses, variances, specially permitted uses, or other changes 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 Western Ridge JEDD territory. See Exhibit **D** Economic Development Plan Western Ridge Joint Economic Development District attached.

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

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

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

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

After adoption of the resolution and ordinances approving this Contract to create the Green Township Western Ridge 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 Western Ridge 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 Western Ridge 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 Western Ridge JEDD; and

G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Western Ridge 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 Western Ridge JEDD territory who did not sign the petition; and

B. those owners of businesses located in the areas comprising the Western Ridge JEDD territory who did not sign the petition.

Green Township Resolution No. 09-1123-A approving the creation of the Green Township Western Ridge 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 Western Ridge 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 Western Ridge JEDD is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date.** The creation of the Green Township Western Ridge 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, 2069. The contracting parties may by mutual consent extend this Contract for two (2) terms of twenty (20) 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 Western Ridge 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 Western Ridge JEDD territory. Therefore according to R.C. 715.78 (A) (1) the Western Ridge JEDD Board of Directors shall be composed of the following members:

Representation	Member	Initial Term
A. One member representing Cheviot.	[Municipal Member]	1 Year
B. One member representing Green	[Township Member]	2 Years

Township.

C. One member representing the owners of businesses located in the Western Ridge JEDD.	[Business Member]	3 Years
D. One member representing persons working within the Western Ridge 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.	[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 Western Ridge JEDD and who shall be a person working within the Western Ridge 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 Western Ridge JEDD territory. According to R.C. 715.78 (D), the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and furthermore is subject to R.C. Chapter 2744 [Political Subdivision Tort Liability and Immunity].

The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from Western Ridge 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 Western Ridge JEDD including but not limited to progress on intended improvements, development activities, services to the Western Ridge JEDD, and reports pertaining to the Western Ridge JEDD, planning affecting the Western Ridge JEDD, adequacy of services to the Western

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

The Secretary upon affirmative resolution of the Board or the fiscal officer of a contracting party may review Cheviot's records relating to taxation from the Western Ridge 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 Western Ridge 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 Western Ridge 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 Western Ridge JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Western Ridge JEDD programs. The Board may also accept contributions in money or in kind for Western Ridge 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 Western Ridge 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 Western Ridge JEDD Board of Directors

power to adopt a resolution to levy an income tax within the entirety of Western Ridge JEDD territory at a maximum rate of 1% for persons employed in the District, with a cap on each individuals's earnings to be $100,000 in the first year of taxation, and adjusted annually on January 1st thereafter based on the Consumer Price Index published by the U.S. Bureau of Labor Statistics on September 30th of each year next preceding the January 1st adjustment date.

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Western Ridge 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 Western Ridge JEDD, the Board of Directors, with written consent of the contracting parties, may increase or decrease the rate of taxation on a prospective basis in an amount as the contracting parties agree to in writing; provided, however, that the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by Cheviot or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of Cheviot Income Tax Ordinance, 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 Western Ridge JEDD; provided, however, that the Board may not exceed the taxing authority permitted by the Cheviot Income Tax Ordinance without consent of the contracting parties.

The income tax is effective and collection shall commence on the first day of the month following the Board's adopting resolution, unless extended by action of the JEDD not to exceed

ninety (90) days after said resolution.

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

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

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Western Ridge 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 Western Ridge 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.

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

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

For purposes of this Contract, "Net Revenues" means the gross proceeds of the collection of the net payroll portion of the Western Ridge JEDD income tax less (a) the amount allocated for the long-term maintenance of the Western Ridge 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 Western Ridge JEDD

with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Western Ridge JEDD income 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 Western Ridge JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy.** The Western Ridge JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings with the Western Ridge 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 Western Ridge JEDD shall be paid at least quarterly to Green Township and the City of Cheviot, according to the following formula:

City of Cheviot:

20% of Net Revenue from the Earnings Tax.

Green Township:

80% of Net Revenue from the Earnings Tax.

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

21. **Contributions.** In furtherance of the economic development of the Green Township Western Ridge 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 shall provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit the Western Ridge JEDD.

2. The Township shall furthermore provide expanded public services to the Western Ridge JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth. The Township expects to provide superior level of services in order to attract development and to support commerce once it is established.

3. The Township will enact proceedings necessary to provide the necessary funds to make the Public Infrastructure Improvements to Harrison Avenue required by the Development.

4. The Township will also enact proceedings necessary to provide the necessary funds to purchase the roadway to the emergency and outpatient healthcare facility that will be constructed by Western Ridge upon the completion of construction of the roadway.

5. The Township will also enact proceedings necessary to purchase approximately 0.75 acres of land along the north property line of the Development adjacent to the single family homes on Snyder Road for greenspace purposes and to buffer the development.

6. The total amount to be paid by the Township for the roadway and greenspace will be an amount not to exceed $1,250,000.00 less the cost of the Public Infrastructure

Improvements to Harrison Avenue paid by the Township.

7. Participating in Western Ridge 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 Western Ridge JEDD to surrounding areas are critical for economic development involving improved access for customers and employees, as well as vendors, service providers, suppliers, and such engaged in the stream of commerce.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. 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 Western Ridge JEDD, the contracting parties, Hamilton County, and the State of Ohio.

B. **Cheviot.** Cheviot shall, upon request of the Western Ridge JEDD Board, provide financial services to the Secretary for analysis of economic activity affecting the Western Ridge 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 Western Ridge JEDD. Cheviot has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

Cheviot shall 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 Western Ridge JEDD. Notwithstanding the foregoing, the Township shall contribute a one-time sum of $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.

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

22. **Financing.** This Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (e .g., road projects). Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer (as the case may be) to construct internal improvements such as roads, utilities, or surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the economic development plan, the contracting parties may exercise lawful authority for public acquisition when necessary or

appropriate to carry out projects and improvements inside and outside of the Western Ridge 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 Western Ridge 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 Western Ridge 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 Western Ridge JEDD.

B. **Sanitary Sewer.** The Metropolitan Sewer District supplies sanitary sewer service to the Western Ridge JEDD territory. To the extent authorized by law, the Township may establish special assessments procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of providing adequate, sanitary sewer

service to the Western Ridge JEDD.

C. **Electric and Gas Service.** Duke Energy is the utility supplier of electric and natural gas to the Western Ridge 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 Western Ridge 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 Western Ridge 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 Western Ridge JEDD territory.

26. **Real Property Taxation.** The creation of the Western Ridge JEDD shall not be construed to affect real property taxation within the Western Ridge 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 resolution and ordinances of the contracting parties approving the contract, with the Hamilton County Recorder after it becomes effective.

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

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

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

35. **Termination.** 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 Western Ridge JEDD to the respective parties who paid the taxes.

In the event that any improvement projects associated with the Western Ridge 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
Hyle & Mecklenborg Co., LPA
3050 Harrison Avenue
Cincinnati, OH 45211

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.
09-1123-A

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. 09-1123-A, 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 23RD day of NOVEMBER, 2009.

Notary Public

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

City of Cheviot

By: Samuel D Keller
SAMUEL D. KELLER, MAYOR

Pursuant to Authority of Ordinance No. 10 - 07

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 elected Mayor by authority of Ordinance No. 10 - 07, 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 16th day of February, 2009.

Notary Public

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

LIMITED WARRANTY DEED

HOCO Development LLC, an Ohio limited liability company, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, with limited warranty covenants, to The Good Samaritan Hospital of Cincinnati, Ohio, an Ohio not-for-profit corporation, whose tax-mailing address is 619 Oak Street, Cincinnati, Ohio 45206, the following described real estate:

See Exhibit A attached hereto and incorporated herein by reference.

Prior Instrument Reference: Official Record 8867, Page 4250 and Official Record 9580, Page 2961 of the Hamilton County, Ohio Recorder's records.

There are excepted from the limited warranty covenants (i) all easements, restrictions and agreements of record; (ii) all present and future liens for real estate taxes; (iii) legal highways; and (iv) applicable zoning and other governmental statutes, ordinances and regulations.

Executed effective the 29th day of April, 2005.

HOCO DEVELOPMENT LLC,
an Ohio limited liability company

By: HOCO Development LLC

Name:

Its: Member

05 MAY 11 PM 3:33

Rebecca Prem Groppe
Hamilton County Recorders Office
Doc #: 05-0083435 Type: DE
Filed: 05/24/05 12:01:35 PM $52.00
Off.Rec.: 09943 02499 F I8 5 751

Convey. number: 33274
Deed number: 52726
Instr. number: 55192
Transfer date: 05/03/2005
Sec. 319.202. R.C.
Sec. 322.02 R.C.
Dusty Rhodes
Hamilton County Auditor
Sales amount: 5,900,000
Permissive fee: 11,800.00
Transfer fee: 0.50
Conveyance fee: 5,900.00
Fee total: 17,700.50

9943 2499

350050097

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

BE IT REMEMBERED, that on this 29th day of April, 2005, before me, the subscriber, in and for said State, personally came David L. House, sole member of HOCO Development LLC, an Ohio limited liability company, in the foregoing Limited Warranty Deed, and acknowledged the signing thereof for and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Angela Lynn Doerflein
Notary Public
Commission Expires:_____
(Seal)

NOTARIAL SEAL
STATE OF OHIO

ANGELA LYNN DOERFLEIN
ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

This instrument prepared by:
Sean P. Callan, Esq.
DINSMORE & SHOHL
1900 Chemed Center
255 East Fifth Street
Cincinnati, Ohio 45202
(513) 977-8200

9943 2500

Abercrombie
& Associates, Inc.
Civil Engineers/Surveyors

APRIL 25, 2005

DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER

Tax Map - 5/3/05 DV

CAGIS - 5-4-05 DV

LEGAL DESCRIPTION
PARCEL "B"
32.0635 ACRES

REGIONAL PLANNING COMMISSION
HAMILTON COUNTY, OHIO
APPROVED
NO PLAT REQUIRED
4-28-05

SITUATE IN SECTION 36, TOWN 2, FRACTIONAL RANGE 2, GREEN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF HARRISON AVENUE AT ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 36; THENCE ALONG THE CENTERLINE OF HARRISON AVENUE, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 02°30'34" EAST, 1,122.08 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 2,864.93 FEET, A DISTANCE OF 450.02 FEET; THE CHORD OF SAID CURVE BEARS, SOUTH 07°00'34" EAST, 449.56 FEET TO A POINT AND SOUTH 11°30'34" EAST, 612.51 FEET TO A SET MAG NAIL AT THE SOUTHWEST CORNER OF THE PROPERTY AS CONVEYED TO DENNIS E. GRIMM IN DEED BOOK 4395, PAGE 745 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE CENTERLINE OF HARRISON AVENUE, ALONG THE SOUTHERLY LINE OF SAID GRIMM TRACT, SOUTH 81°59'25" EAST, (PASSING A SET IRON PIN AT 42.44 FEET) 245.18 FEET TO A SET IRON PIN AT THE SOUTHEAST CORNER OF SAID GRIMM TRACT; THENCE ALONG THE EASTERLY LINE OF SAID GRIMM TRACT, NORTH 12°53'27" WEST, 376.63 FEET TO AN EXISTING SQUARE BAR AT THE NORTHEAST CORNER OF SAID GRIMM TRACT; SAID POINT BEING A SOUTHERLY CORNER AS CONVEYED TO DAVID KAMMER IN DEED BOOK 7138, PAGE 582 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG A LINE OF SAID KAMMER TRACT, NORTH 14°17'21" WEST, 17.87 FEET TO A SET IRON PIN; THENCE ALONG THE SOUTHERLY LINE OF SAID KAMMER TRACT, SOUTH 84°21'12" EAST, 1,306.91 FEET TO THE SOUTHEAST CORNER OF SAID KAMMER TRACT, SAID POINT BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 0.17 FEET SOUTH AND 0.95 FEET WEST; THENCE SOUTH 05°20'07" WEST, 898.44 FEET TO A POINT IN THE NORTHERLY LINE OF THE PINNACLE CONDOMINIUMS, PHASE 12 AS RECORDED IN PLAT BOOK 361, PAGE 68 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING WITNESSED BY AN EXISTING IRON PIN WHICH IS 0.53 FEET SOUTH AND 1.06 FEET EAST; THENCE ALONG THE NORTHERLY LINE OF SAID PINNACLE CONDOMINIUMS, PHASE 12 AND ITS WESTERLY EXTENSION, NORTH 83°56'06" WEST, 225.84 FEET TO A POINT AT THE NORTHWEST CORNER OF THE PINNACLE CONDOMINIUMS, PHASE ONE AS

550-320-33

CA. 550-320-33/614 = 32.0635 Ac. E.S. Harrison Ave.

Colerain Professional Center • Suite 120 • 3377 Compton Road • Cincinnati, Ohio 45251-2507
Phone: (513) 385-5757 • Fax: (513) 245-5161
www.abercrombie-associates.com

RECORDED IN PLAT BOOK 339, PAGE 6 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING WITNESSED BY AN EXISTING IRON PIN AND CAP 0.14 FEET NORTH 1.17 FEET EAST; THENCE ALONG THE WESTERLY LINE OF SAID PINNACLE CONDOMINIUMS, PHASE ONE, SOUTH 11°13'23" EAST, 280.63 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF THE PINNACLE CONDOMINIUMS, PHASE TWO AS RECORDED IN PLAT BOOK 341, PAGE 43 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE NORTH LINE OF SAID PINNACLE CONDOMINIUMS, PHASE TWO AND ITS WESTERLY EXTENSION, SOUTH 70°23'37" WEST, 627.66 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY AS CONVEYED TO REBECCA TAYLOR IN OFFICIAL RECORD 8641, PAGE 3638 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING WITNESSED BY AN EXISTING ¾" IRON PIN WHICH IS 0.40 FEET EAST; THENCE ALONG THE EASTERLY LINE OF SAID TAYLOR TRACT, NORTH 29°20'21" WEST, 150.00 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF SAID TAYLOR TRACT; THENCE LEAVING THE EASTERLY LINE OF SAID TAYLOR TRACT, ALONG A NEW DIVISION LINE, THE FOLLOWING THREE COURSES AND DISTANCES, NORTH 11°20'15" WEST, 571.78 FEET TO A SET IRON PIN; THENCE NORTH 05°31'03" EAST, 36.13 FEET TO A SET IRON PIN AND NORTH 84°21'09" WEST, (PASSING A SET IRON PIN AT 311.70 FEET) 353.56 FEET TO A SET MAG NAIL IN THE CENTERLINE OF HARRISON AVENUE; THENCE ALONG THE CENTERLINE OF HARRISON AVENUE, NORTH 11°30'34" WEST, 380.38 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 32.0635 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

ALSO BEING SUBJECT TO AN INGRESS, EGRESS AND UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF HARRISON AVENUE AT ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 36; THENCE ALONG THE CENTERLINE OF HARRISON AVENUE, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 02°30'34" EAST, 1,122.08 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 2,864.93 FEET, A DISTANCE OF 450.02 FEET; THE CHORD OF SAID CURVE BEARS, SOUTH 07°00'34" EAST, 449.56 FEET TO A POINT AND SOUTH 11°30'34" EAST, 675.87 FEET TO THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED INGRESS, EGRESS AND UTILITY EASEMENT; THENCE LEAVING THE CENTERLINE OF SAID HARRISON AVENUE, NORTH 78°29'26" EAST, 55.93 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 245.00 FEET, A DISTANCE OF 72.84 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 87°00'29" EAST, 72.57 FEET TO A POINT; THENCE SOUTH 84°28'28" EAST, 321.13 FEET TO A POINT; THENCE SOUTH 05°31'03" WEST, 331.00 FEET TO A POINT; THENCE NORTH 84°21'09" WEST, 30.00 FEET TO A POINT; THENCE NORTH 05°31'03" EAST, 270.94 FEET TO A POINT; THENCE NORTH 84°28'28" WEST, 291.13 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 185.00 FEET, A DISTANCE OF 55.00 FEET; THE CHORD OF SAID CURVE BEARS, SOUTH 87°00'29" WEST, 54.80 FEET TO A POINT; THENCE SOUTH 78°29'26" WEST, 55.93 FEET TO A POINT IN THE CENTERLINE OF SAID HARRISON AVENUE; THENCE ALONG THE CENTERLINE OF SAID HARRISON AVENUE, NORTH 11°30'34" WEST, 60.00 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED INGRESS, EGRESS AND UTILITY EASEMENT.

T.N.N.

THUS CONTAINING 0.7940 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON NAD 83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN OFFICIAL RECORD 8867, PAGE 4250 AND OFFICIAL RECORD 9580, PAGE 2961 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 03-24-05 MADE BY STEPHEN L. CAHILL, P.L.S. OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

FILE:05-0037.LD2

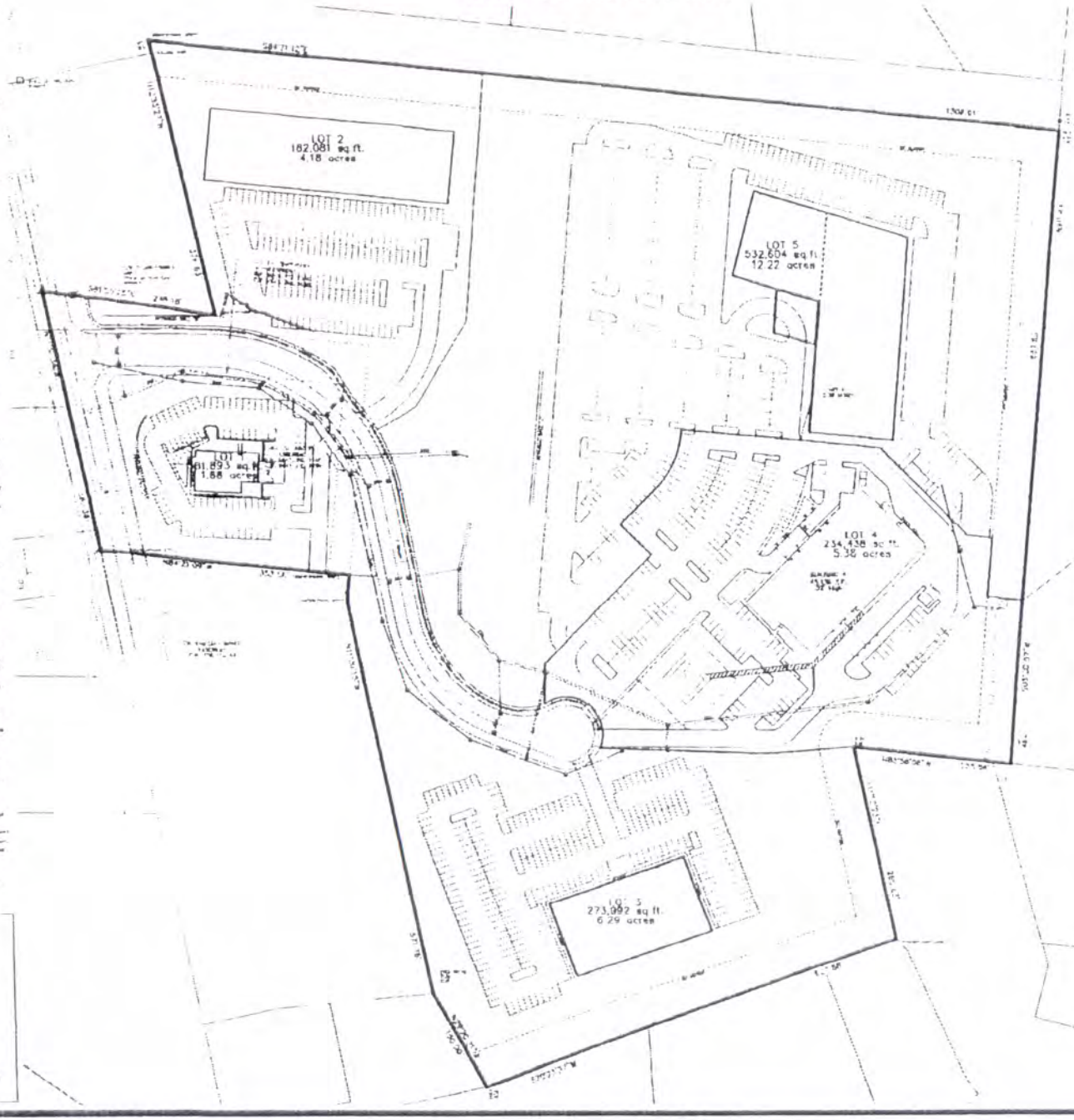
9943 2503

WESTERN RIDGE DEVELOPMENT

ZONING COMPLIANCE PLAN

GREEN TOWNSHIP

HAMILTON COUNTY, OHIO



VICINITY MAP

DEED OF ACCEPTANCE

RECEIVED

Duke

KLEINGERS & ASSOCIATES

WESTERN RIDGE DEVELOPMENT

HARRISON AVENUE

GREEN TOWNSHIP

HAMILTON COUNTY, OHIO

ZONING COMPLIANCE PLAN AND PRELIMINARY/FINAL DEVELOPMENT PLANS

C101

070815(01)

EXHIBIT
C

Hamilton County Zoning
Green Township
Harrison Ave. Corridor (west)

Zoning Classification:

EE- Planned Retail
OO- Planned Office
DD- Planned Multi-Family
F- Industrial, Light
A- Residential
A PUD- Residential, Planned
C CUP- Community Unit, Planned

200 0 200 400 Feet

HAMILTON COUNTY
Regional Planning Commission
10/12/09

DISCLAIMER
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Any floodway and flood fringe information provided on this map is for conceptual planning purposes only. For official determination of limits, reviewers must refer to the 1982 FEMA floodway fringe maps. Large differences can exist between actual flood prone area and official FEMA flood fringe limits.

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

EXHIBIT D

ECONOMIC DEVELOPMENT PLAN

The Economic Development Plan ("Plan") for Western Ridge 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 ("District").

The Township shall provide for the construction and improvement of such roads in the Township it deems appropriate to provide an improved transportation network to benefit the District. The Township shall also provide public services to the District, including police protection, fire protection, civil defense, and local government commensurate with economic growth.

The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in District revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

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

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

The establishment of the District will provide the following:

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