



PROPOSED CONTRACT

LIBERTY TOWNSHIP

JOINT ECONOMIC DEVELOPMENT DISTRICT I

December 5, 2005

A

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LIBERTY TOWNSHIP JEDD I

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**LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT I
CONTRACT**

The contracting parties hereby enter into this Contract to create the Liberty Township Joint Economic Development District I pursuant to lawful authority and for good and valuable consideration as more fully set forth:

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

A. Liberty Township Trustees [Township herein]
Liberty Township Administration Building
6400 Princeton Road
Liberty Township, Ohio 45011

and

B. City of Middletown [Middletown herein]
One Donham Place
Middletown, Ohio 45042

and

C. City of Mason [Mason herein]
Mason Municipal Building
6000 Mason-Montgomery Road
Mason, Ohio 45040

2. **Recitals** - The contracting parties are creating the Liberty Township Joint Economic Development District I [JEDD I] for the purpose of facilitating economic development to create jobs and employment opportunities and to improve the economic welfare of the people in the State of Ohio and in the area of the contracting parties.

The contracting parties share a common interest in facilitating economic development along the corridor of Interstate 75, Cincinnati Dayton Road, and S.R. 129 which are critical transportation links serving the contracting parties. The parties acknowledge the economic potential of commercial development to occur within proposed JEDD I 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 pursuant to authority of R.C. 715.72 through 715.81 and other applicable sections of the Ohio Revised Code.

4. **Location** - The Liberty Township Joint Economic Development District I [JEDD I] is located entirely within Liberty Township, Butler County, Ohio. The JEDD I is in the vicinity of the planned Liberty Interchange in proximity to SR 129 [Veteran's Highway] and Cincinnati-Dayton Road. A vicinity map is attached as Exhibit 1. The JEDD I is also in the vicinity of Interstate 75 and Bethany Road (to the north) and Hamilton-Mason Road (to the south) and Butler-Warren Road (dividing Butler County and Warren County to the east).

5. **Nexus** - Liberty Township is contiguous to the City of Mason. Liberty Township is contiguous to Lemon and Madison Townships (not contracting parties) and the City of Middletown is contiguous to Lemon and Madison Townships. Liberty Township, Lemon and Madison Townships, and the City of Middletown are located in Butler County. The City of Mason is located in Warren County. Butler County and

Warren County are contiguous. Hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72(C)(1) are satisfied.

6. **JEDD I Criteria** - The areas to be included in the Liberty Township JEDD I meet all of the following criteria:

- A. The areas are located entirely within Liberty 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.

Hence the criteria for inclusion of areas set forth in R.C. 715.73 are satisfied.

7. **Territory** - The areas to be included within the Liberty Township JEDD I consist of 119 tracts and are collectively referred to as the JEDD I territory.

The following areas are to be included in the Liberty Township JEDD I:

LEGAL DESCRIPTIONS - See Exhibits 2 through 20 attached.

<u>Area Number</u>	<u>Acreage within Area</u>	<u>Exhibit Number</u>
Area #1-A	29.0	2
Area #1-B	45.0	3
Area #1-C-2	00.6	4
Area #1-C-3	00.5	5
Area #1-C-4	03.0	6
Area #1-D-1	04.6	7

Area #1-D-2	01.7	8
Area #2	259.0	9
Area #3-A-1	34.0	10
Area #3-A-2	15.3	11
Area #3-A-3	07.0	12
Area #3-B-1	15.0	13
Area #3-B-2	102.1	14
Area #3-C	110.6	15
Area #3-D-1	06.4	16
Area #3-D-2	05.2	17
Area #3-D-3	07.5	18
Area #3-D-4	01.318	19
Area #3-E	37.0	20

MAPS OF TERRITORY - See Exhibits 21 through 30 [with table] attached.

<u>Area Maps</u>		<u>Exhibit Number</u>
Area #1	-	21
Area #1-C	-	22
Area #1-D	-	23
Area #2	-	24
Area #3	-	25
Area #3-A	-	26

Area #3-B	-	27
Area #3-C	-	28
Area #3-D	-	29
Area #3-E	-	30

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 Liberty Township JEDD 1 territory.

8. **Zoning** - The JEDD I territory is zoned for commercial use pursuant to the Liberty Township Zoning Resolution.

TERRITORY ZONING MAP OF ALL AREAS - See Exhibit 31 attached.

The parties acknowledge that the above land use and zoning classifications are the best and proper available use to encourage economic development. The areas are currently developing consistent with prescribed zoning classifications. This Contract shall not operate as a limitation upon Township [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the JEDD I territory (or any parcels contained herein), or to amend the Liberty Township Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the Liberty Township Zoning Resolution as currently in effect or as amended from time to time.

9. **Economic Development Plan** - The contracting parties approve and ratify Township's Economic Development Plan for the JEDD I territory. See Exhibit 32 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., Butler and Warren Counties, pursuant to R.C. 715.75(C).

The Liberty Township Trustees and the Councils for Middletown and Mason 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 JEDD I territory and a majority of the owners of businesses located in the JEDD I territory shall submit their petitions supporting creation of the Liberty Township JEDD I.

After adoption of the resolution and ordinances approving this Contract to create the Liberty Township JEDD I, the contracting parties shall jointly file with the Butler County Commissioners and the Warren County Commissioners (i.e., the legislative authorities of each county within which a contracting party is located) all of

the following documents:

- A. a signed copy of the Contract;
- B. a description of the areas to be included in the JEDD I, 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;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and JEDD I;
- 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 JEDD I; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the JEDD I.

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

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

Liberty Township Resolution No. 05-___ approving the creation of the Liberty Township JEDD I 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 JEDD I 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 JEDD I is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date** - The creation of the Liberty Township JEDD I per approval or deemed approval by the Butler County Commissioners and Warren County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) day after contract approval pursuant to R.C. 715.77(A)(4).

14. **Term** - The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2045. The contracting parties may by consent extend this Contract for two (2) terms of ten (10) years each.

The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with the JEDD I 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 economical development.

15. **Board of Directors** - Businesses are located and persons are working within the JEDD I territory. Therefore according to R.C. 715.78(A)(1) the JEDD I Board of Directors shall be composed of the following members:

	<u>Representation</u>	<u>Member</u>	<u>Initial Term</u>
A.	One member representing Middletown and Mason collectively.	[Municipal Member]	1 Year
B.	One member representing Liberty Township.	[Township Member]	2 Years
C.	One member representing the owners of businesses located in the JEDD I.	[Business Member]	3 Years
D.	One member representing persons working within the JEDD I.	[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 (4) years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two (2) consecutive terms on the board.

The Municipal Member may be a municipal elected official or employee; excepting however any one serving in Middletown's Finance Department or supervised by or reporting to the Finance Director. Middletown and Mason shall alternate selection of the Municipal Member. Middletown shall make the initial term selection and Mason and Middletown shall rotate selection for all succeeding terms of the Municipal Member.

The Township Member may be a Township elected official or employee; excepting however the Township Administrator. The Liberty 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 Liberty Township Trustees shall select the Business Member and the Worker Member.

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 JEDD I 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].

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 JEDD I funds allocated to the Board according to procedures established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Three Members of the Board shall constitute a quorum and any action of the Board requires concurrence of a majority in attendance. The Board shall act through the passage of resolutions. A resolution of the Board shall be effective immediately unless otherwise provided by the resolution or as required by law.

The Chairperson shall preside over meetings of the Board. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four (24) hours advanced notice to all Members.

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

16. Board Activities - The Board shall meet at least annually to review activities affecting the JEDD I including but not limited to progress on intended improvements, development activities, services to the JEDD I, and reports pertaining to the JEDD I, planning affecting the JEDD I, adequacy of services to the JEDD I, 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 JEDD I. 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 JEDD I 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 resolution meetings, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary upon affirmative resolution of the Board or the fiscal officer of a contracting party may review Middletown's income records relating to taxation from the JEDD I territory; provided however, the record recipient is subject to and shall strictly comply with confidentiality provisions of R.C. 718.07 and the Middletown Income Tax Ordinance applicable to Middletown personnel and consultants. The Secretary upon affirmative resolution of the Board may request an independent review or audit of Middletown's tax collection services, and collection procedures relating to taxation from the JEDD I territory. The cost of the independent review or audit shall be treated as a collection related expense.

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 JEDD I. The Board shall designate those officers who may execute documents on behalf of the Board in furtherance of a resolution; provided however, any agreements with third parties shall require the signature of at least two (2) Board Members; or in the alternative, a Board Member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for JEDD I related activities such as construction, maintenance, operation of any facility, research, and development for JEDD I programs. The JEDD I may also accept contributions in money or in kind for JEDD I related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding JEDD I 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 JEDD I Board of Directors power to adopt a resolution to levy an income tax within the entirety of JEDD I territory at the rate of one and one half (1-1/2%) percent [the initial rate] based on:

A. income earned by persons working in the JEDD I to be collected via employee withholding from payroll; and

B. net profits of businesses located in the JEDD I which may be prorated for businesses also having a location or locations outside of the JEDD I.

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 JEDD I; provided however, the amount set aside shall not exceed \$1000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of the JEDD I, the Board of Directors, with consent of the contracting parties, may increase or decrease the rate of taxation as the contracting parties may deem appropriate; provided however, the applicable rate of

taxation shall not exceed the rate of the municipal income tax then levied by Middletown.

The contracting parties authorize the Board of Directors to enter into an agreement with Middletown to administer, collect, and enforce the income tax on behalf of the JEDD I. The resolution levying the income tax may be generally consistent with the provisions of the City of Middletown Income Tax Ordinance No. 02004-28 thereafter codified as Chapter 890 (incorporated by reference), 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 Middletown Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within the JEDD I; provided however, the Board may not exceed the taxing authority permitted by the Middletown 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, the party requesting the audit shall bear the expense of audit, if applicable.

Middletown shall administer, collect, and enforce the income tax on behalf of the JEDD I. Middletown's Director of Finance shall serve as the Administrator of the

income tax derived from the JEDD I 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 JEDD I account which shall not be mingled with revenue from other sources. Earnings on the JEDD I account and investments related thereto shall be added to the account. The Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the Middletown Income Tax Ordinance within the JEDD I. The Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the JEDD I in any way pertaining to the income taxation within the JEDD I.

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

In consideration of its services pertaining to income tax administration and collection, Middletown shall receive a service fee equal to five (5%) percent of gross income tax revenues based upon receipts. The service fee includes reasonable costs of collection and litigation including for example, attorney fees, court costs, expert fees, court reporter fees, and so forth [collection costs]. The Administrator shall pay one (1%) percent 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 Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net tax revenue. Earnings achieved on any surplus escrow shall be added to the escrow fund.

The gross income tax revenue minus the aggregate Middletown's service fee and escrow payment is the net tax revenue as illustrated by the following formulas:

Gross Income Tax Revenue - [(5% Service Fee) + (1% Escrow Payment)] = Net Revenue, or

Gross Income Revenue		_____
5% Service Fee	[_____]
1% Escrow Payment	[_____]
<i>Minus</i> Subtotal	-	[_____]
<i>Equals</i> Net Revenue	=	_____

The net tax revenue is distributable and payable to the contracting parties pursuant to ¶ #19, Revenue Distribution.

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.

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

19. **Revenue Distribution** - Net tax revenue from the Liberty Township JEDD I shall be paid at least monthly according to the following formula:

Liberty Township	83 %
City of Middletown	2 %
City of Mason	<u>15</u> %
	100 % Total

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 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 Liberty Township JEDD I the contracting parties shall undertake with diligence the following improvements and services. The contracting parties acknowledge that priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution:

A. **Township** - The Township shall use a portion of the allocation of the income tax it receives to pay a portion of the costs of constructing the Liberty Interchange. 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 JEDD I.

The Township shall furthermore provide expanded public services to the JEDD I, 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. Participating in JEDD I revenues may enable Township expenditures in furtherance of improvements which are already planned (e.g., Liberty Interchange) and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

B. **Middletown** - Middletown shall upon request of the JEDD I Board provide:

- 1) engineering services to Township for road construction and improvements; and
- 2) financial services to the Secretary for analysis of economic activity affecting the JEDD I.

The scope of services is limited to utilization of Middletown's available personnel. The services contemplated by this section are limited to review and analysis and this provision does not impose a duty upon Middletown to perform original engineering design or to undertake original financial studies and the like. Middletown has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

C. **Mason** - Mason shall provide for the improvement of Bethany and Mason Roads within the jurisdictional limits of Mason, and Mason shall provide for the construction and improvement of such roads in Mason it deems appropriate to provide an improved transportation network to benefit the JEDD I. Mason will also use its best efforts to enter into intergovernmental agreements with the County of Warren to construct or improve other roads within Warren County to provide an improved transportation network to benefit the JEDD I.

The improved transportation links from the JEDD I 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.

If the income tax levied by the JEDD I Board pursuant to this agreement 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.

22. Financing - Notwithstanding affirmative duties of the contracting parties to make public improvements consistent with the development plan, this Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, residential 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 JEDD I 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 JEDD I territory regardless of method of acquisition or contract purpose pertaining thereto.

24. Third Party Service Providers

A. Water - The Butler County Department of Environmental Services supplies public fresh water distribution to the JEDD I territory. To the extent authorized by law, the Township may establish special assessment procedures for the levy and collection of assessments to recover for Butler County 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 JEDD I.

B. **Sanitary Sewer** - The Butler County Department of Environmental Services supplies sanitary sewer service to the JEDD I 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 JEDD I.

C. **Electric and Gas Service** - Cinergy (fka Cincinnati Gas & Electric) is the utility supplier of electric and natural gas to the JEDD I 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 JEDD I territory.

25. **Annexation** - Middletown and Mason shall not annex any property located in Liberty Township so long as this Contract is in effect. Furthermore, neither Middletown nor Mason shall initiate or participate in any merger or consolidation process involving Liberty Township. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving Liberty Township JEDD I territory to any third party governmental unit or political subdivision (i.e., other township or municipality); provided however, Middletown or Mason are not required to be parties to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving Liberty Township JEDD I territory.

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

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

28. **Recording** - The Liberty Township Administrator shall record this Contract, together with certified copies of the resolution and ordinances of the contracting parties approving the contract, with the Butler 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 Liberty Township JEDD I in compliance with R.C. 715.761, or as said section may be amended from time to time. Amendment requires unanimous consent of the contracting parties.

The contracting parties reserve the right to amend substantive provisions of the Contract as may be deemed appropriate from time to time based 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 Agreement or in furtherance of performance thereof shall be in writing with the concurrence of all contracting parties.

32. **Default** - Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who

questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty (60) days in which to cure the 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 Butler County Court of Common Pleas shall have exclusive venue over legal proceedings among 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. legislative actions of the contracting parties must become effective within ninety (90) days of one another;

B. the termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and

C. the termination agreement shall provide for distribution and refund (if applicable) of the income tax revenue derived from the JEDD I.

In the event that any improvement projects associated with the JEDD I are incomplete as of the effective date of termination, the 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. Liberty Township Trustees
Liberty Township Administration Building
6400 Princeton Road
Liberty Township, Ohio 45011

Attn: Township Administrator
Dina C. Minneci

With a copy to: Liberty Township Legal Counsel
Jack F. Grove
1251 Nilles Road, Suite 10
Fairfield, Ohio 45014

B. City of Middletown
One Donham Plaza
Middletown, Ohio 45042

Attn: City Manager
Bill Becker

With a copy to: City of Middletown Law Director
Leslie S. Landen
One Donham Plaza
Middletown, Ohio 45042

C. City of Mason
Mason Municipal Building
6000 Mason-Montgomery Road
Mason, Ohio 45050

Attn: City Manager
Scot Lahrmer

With a copy to: Attorney for City of Mason
Brenda A. Wehmer
Peck, Shaffer & Williams, LLP
201 East Fifth Street, Suite 900
Cincinnati, Ohio 45202-4144

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 Liberty Township Trustees, City of Middletown, and City of Mason have caused this **Contract** to be duly executed by their authorized officers.

Liberty Township Board of
Township Trustees

By: _____
Dina C. Minneci, Administrator
Pursuant to Authority of
Resolution No. _____

**STATE OF OHIO
COUNTY OF BUTLER:**

Before me, a Notary Public, in and for said county, personally appeared the above-named **Liberty Township Trustees**, County of Butler, State of Ohio, by their duly appointed Township Administrator, Dina C. Minneci, by authority of Resolution No. _____, who acknowledged that she 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 her personally and as such duly appointed Township official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 2005.

Notary Public

City of Middletown

By: _____
Bill Becker
City Manager
Pursuant to authority of
Ordinance No. _____

**STATE OF OHIO
COUNTY OF BUTLER:**

Before me, a Notary Public, in and for said county, personally appeared the above-named **City of Middletown**, State of Ohio, by its duly authorized City Manager, Bill Becker, 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 him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 2005.

Notary Public

City of Mason

By: _____
Scot Lahrmer
City Manager
Pursuant to authority of
Ordinance No. _____

**STATE OF OHIO
COUNTY OF WARREN:**

Before me, a Notary Public, in and for said county, personally appeared the above-named **City of Mason**, State of Ohio, by its duly authorized City Manager, Scot Lahrmer, 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 him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this _____ day of _____, 2005.

Notary Public

Approved:

Jack F. Grove
Attorney for Liberty Township Trustees

Leslie S. Landen, Law Director
City of Middletown

Brenda A. Wehmer

Stephen P. Grassbaugh
Attorneys for City of Mason

This instrument prepared by:

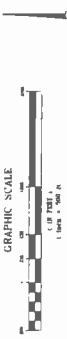
Jack F. Grove
Attorney at Law
1251 Nilles Road
Suite 10
Fairfield, Ohio 45014
Telephone (513) 829-2900
Facsimile (513) 829-7538



LIBERTY TOWNSHIP
LIBERTY TOWNSHIP DISTRICT
JOINT ECONOMIC DEVELOPMENT DISTRICT
BUTLER COUNTY, OHIO

DATE	11/21/2011
BY	J. L. BROWN
CHECKED BY	J. L. BROWN
SCALE	AS SHOWN
PROJECT NO.	2011-001
REVISED BY	
DATE	
BY	
DATE	
BY	

VICINITY MAP OF PROPOSED AREA



PROPOSED LIBERTY TOWNSHIP J.E.D.D

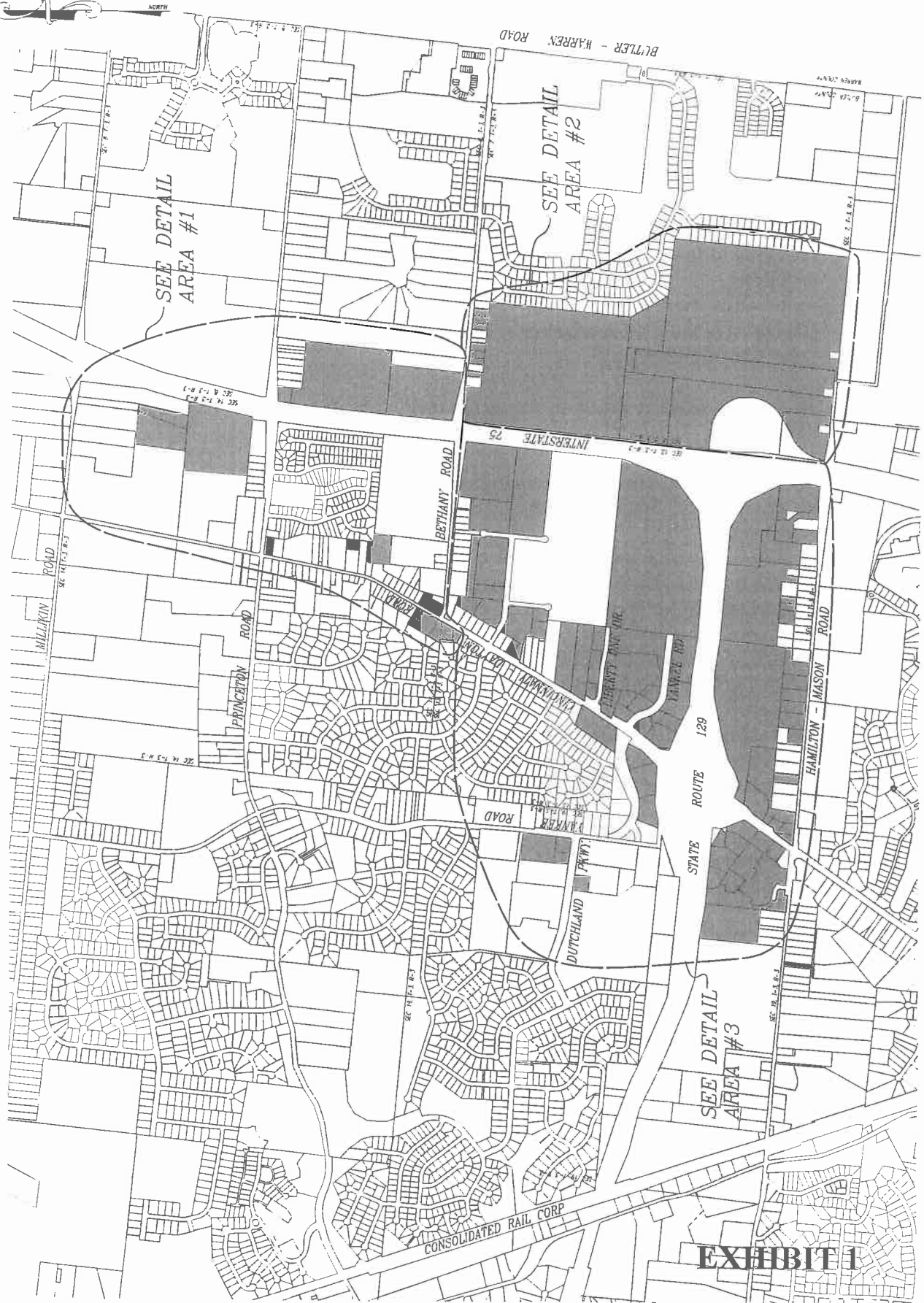


EXHIBIT 1

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-A**

Situated in Section 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a tract conveyed to Jalen Acres Limited Partnership in O.R. 6309 Pg. 1744, part of a tract conveyed to Joe Darwin New in D.B. 1292 Pg. 248 and part of a tract conveyed to Joseph J. Poff in D.B. 1292 Pg. 648, and being more particularly described as follows:

Beginning at the southeast corner of said Jalen Acres tract, being in the westerly right-of-way line of Interstate 75;

Thence in a westerly direction, along a southerly line of said Jalen Acres tract, a distance of 859 feet;

Thence in a northerly direction through said Jalen Acres tract, along the zoning line between zones O-1 and A-1, a distance of 921 feet to the northerly line of said Jalen Acres tract;

Thence in an easterly direction, along the northerly line of said Jalen Acres tract, a distance of 286 feet to the southwest corner of said New tract;

Thence in a northerly direction, along a westerly line of said New tract, a distance of 731 feet to a northwesterly corner of said New tract;

Thence in an easterly direction, along a northerly line of said New tract and through said New tract and said Poff tract, along the zoning line between zones O-1 and A-1, a distance of 578 feet to an easterly line of said Poff tract;

Thence in a southeasterly direction, along an easterly line of said Poff tract, a distance of 734 feet to the southeast corner of said Poff tract, being in the northerly line of said Jalen Acres tract;

Thence in an easterly direction, along the northerly line of said Jalen Acres tract, a distance of 200 feet to the northeast corner of said Jalen Acres tract in the westerly right-of-way line of Interstate 75;

Thence in a southerly direction, along the easterly line of said Jalen Acres tract and the westerly right-of-way line of Interstate 75, a distance of 925 feet to the Point of Beginning.

Containing approximately 29 acres more or less (20 acre more or less of said Jalen Acres tract, 6.5 acres more or less of said New tract and 2.5 acres more or less of said Poff tract).

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-B**

Situated in Section 8, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a tract conveyed to Edward Nicholas in O.R. 6677 Pg. 639, part of a tract conveyed to Daniel R. and Rebecca Steves in D.B. 1725 Pg. 517 and part of a tract conveyed to Linda Lee Fink and Donald R. Hostiuck in O. R. 7234 Pg. 576, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of Interstate 75 and the southerly right-of-way line of Princeton Road;

Thence in an easterly direction, along the southerly right-of-way line of Princeton Road, a distance of 217 feet;

Thence leaving said right-of-way line, in a southerly direction, along the easterly line of said Nicholas tract and an easterly line of said Steves tract, a distance of 349 feet;

Thence in an easterly direction, along a northerly line of said Steves tract, a distance of 700 feet to the northeast corner of said Steves tract;

Thence in a southerly direction, along an easterly line of said Steves tract, a distance of 1254 feet to the southeast corner of said Steves tract;

Thence in a westerly direction, along the southerly line of said Steves tract, a distance of 201 feet to the northeast corner of said FinkHostiuck tract;

Thence in a southerly direction, along the easterly line of said FinkHostiuck tract, a distance of 1055 feet to the northerly right-of-way line of Bethany Road;

Thence in a northwesterly direction, along the northerly right-of-way line of Bethany Road, a distance of 711 feet to the intersection of said northerly right-of-way line and the easterly right-of-way line of Interstate 75;

Thence in a northerly direction, along the easterly right-of-way line of Interstate 75, a distance of 2516 feet to the Point of Beginning.

Containing approximately 45 acres more or less (4 acre more or less of said Nicholas tract, 26 acres more or less of said Steves tract and 18 acres more or less of said FinkHostiuck tract)

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-C-2**

Situated in Section 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 0.5 acre tract and the entire 0.106 acre tract conveyed to Star Bank, N.A., Trustee in O.R. 6266 Pg. 806, and being more particularly described as follows:

Beginning at the northeast corner of said 0.106 acre tract;

Thence in a southerly direction, along the easterly line of said 0.106 acre tract and said 0.5 acre tract, a distance of 95 feet to the southeast corner of said 0.5 acre tract;

Thence in a westerly direction, along the southerly line of said 0.5 acre tract, a distance of 267 feet to the easterly right-of-way line of Cincinnati-Dayton Road;

Thence in a northerly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 75 feet to the southwest corner of said 0.106 acre tract;

Thence in a northeasterly direction, along the westerly line of said 0.106 acre tract, a distance of 34 feet to the northwest corner of said 0.106 acre tract;

Thence in an easterly direction, along the northerly line of said 0.106 acre tract, a distance of 219 feet to the Point of Beginning.

Containing approximately 0.6 acre more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-C-3**

Situated in Section 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of Lot 45 The Mage of Bethany as conveyed to Craig Alan and Ann Montgomery in O.R. 6463 Pg. 628, and being more particularly described as follows:

Beginning at the northwest corner of said Part Lot 45;

Thence in a southerly direction, along the westerly line of Part Lot 45, a distance of 184 feet to the southwest corner of Lot 45;

Thence in an easterly direction, along the southerly line of Part Lot 45, a distance of 149 feet to the southeast corner of Part Lot 45;

Thence in a northerly direction, along an easterly line of Part Lot 45, a distance of 184 feet to the northeast corner of Part Lot 45;

Thence in a westerly direction, along the northerly line of Part Lot 45, a distance of 149 feet to the Point of Beginning.

Containing 0.5 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-C-4**

Situated in Section 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lot 48 and Lot 49 The Village of Bethany as conveyed to Gary L. and Janet M. Emery, Trustee in O.R. 6737 Pg. 374, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 48;

Thence in a southerly direction, along the easterly line of Lot 48 and an easterly line of Lot 49, a distance of 80 feet;

Thence in an easterly direction, along a northerly line of Lot 49, a distance of 123 feet to the northeast corner of Lot 49;

Thence in a southerly direction, along an easterly line of Lot 49, a distance of 255 feet to the southeast corner of Lot 49;

Thence in a westerly direction, along the southerly line of Lot 49, a distance of 418 feet to the southwest corner of Lot 49;

Thence in a northerly direction, along the westerly line of Lot 49, a distance of 282 feet to the northwest corner of Lot 49, said point being in the southerly line of Lot 48;

Thence in a westerly direction, along the southerly line of Lot 48, a distance of 9 feet;

Thence in a northeasterly direction, along the westerly line of Lot 48, a distance of 61 feet to the northwest corner of Lot 48;

Thence in an easterly direction, along the northerly line of Lot 48, a distance of 284 feet to the Point of Beginning.

Containing approximately 3 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 1, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-D-1**

Situated in Sections 13 and 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 1.783 acre tract conveyed to JCP Properties of Cincinnati, LLC in O.R. 6864 Pg. 1042, part of a 0.81 acre tract conveyed Carol J. Johnson, Trustee in O.R. 6228 Pg. 738, Lot 30 and Lot 54 The Village of Bethany conveyed to Carol J. Johnson, Trustee in O.R. 6223 Pg. 1594, part of a 0.015 acre tract, an entire 0.217 acre tract, part of Lot 12 and part of Lot 13 The Village of Bethany conveyed to Jan B. and Stephen F. Collins in O.R. 6835 Pg. 915 and being more particularly described as follows:

Beginning at the southeast corner of said Lot 54, being on the westerly right-of-way line of Cincinnati-Dayton Road;

Thence in a northwesterly direction, along the southerly line of Lot 54, a distance of 157 feet to the southwest corner of Lot 54;

Thence in a northeasterly direction, along the westerly line of Lot 54, a distance of 69 feet to the westerly line of Lot 30;

Thence in a northerly direction, along the westerly line of Lot 30, a distance of 159 feet to the northwest corner of Lot 30, being in the southerly line of said 0.81 acre tract;

Thence in a westerly direction, along the southerly line of said 0.81 acre tract, a distance of 48 feet to the southwest corner of said 0.81 acre tract;

Thence in a northeasterly direction, along the westerly line of said 0.81 acre tract, the westerly line of said 1.783 acre tract, and the westerly line of said 0.217 acre tract a distance of 540 feet to the northwest corner of said 0.217 acre tract;

Thence in a southeasterly direction, along a northerly line of said 0.217 acre tract, a distance of 100 feet;

Thence in a southeasterly direction, along a northerly line of said 0.217 acre tract, a distance of 8 feet to the northwest corner of said Lot 13 of The Village of Bethany;

Thence in a southeasterly direction, along the northerly line of said Lot 13 , a distance of 177 feet to the westerly right-of-way line of Cincinnati-Dayton Road;

Thence southwesterly, along the westerly right-of-way line of Cincinnati-Dayton Road, a distance of 412 feet to a point in the south line of Section 14;

Thence easterly, along said section line, a distance of 5 feet;

Thence continuing along the westerly right-of-way line of Cincinnati-Dayton Road, in a southwesterly direction, a distance of 332 feet to the Point of Beginning.

Containing approximately 4.6 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 1, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #1-D-2**

Situated in Section 14, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lot 24 and part Lot 25 The Village of Bethany as conveyed to Michael Hilton (a.k.a. Mike Hilton) in O.R. 5428 Pg. 29 and D.B. 1600 Pg. 697, part of Lot 1 The Village of Bethany as conveyed to George and Joan M. Hardin in O.R. 6261 Pg. 256 and part of Lot 11 The Village of Bethany as conveyed to George and Joan M. Hardin in D.B. 1334 Pg. 593, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of Cincinnati-Dayton Road and the northerly right-of-way line of Bethany Road;

Thence in a northeasterly direction, along the easterly right-of way line of Cincinnati-Dayton Road, a distance of 343 feet;

Thence in a southeasterly direction, along a northerly line of said Lot 1, a distance of 194 feet;

Thence in a southwesterly direction, along the easterly lines of said Lot 1 and Lot 11, a distance of 133 feet to the southeast corner of Lot 11;

Thence in a northwesterly direction, along the southerly line of Lot 11, a distance of 62 feet;

Thence in a southwesterly direction, through part Lot 25 and along the easterly line of said Lot 24, a distance of 201 feet to the northerly line of Bethany Road;

Thence in a northwesterly direction, along the northerly right-of-way line of Bethany Road, a distance of 174 feet to the Point of Beginning.

Containing approximately 1.7 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #2**

Situated in Section 7, Town 3, Range 3, Liberty Township, Butler County, Ohio and being parts of an 86.1 acre tract, a 15 acre tract, a 1 acre tract and a 6.902 acre tract conveyed to Green Crest Golf Course, Inc. in D.B. 971 Pg. 381, part of a 23.506 acre tract conveyed to Thomas L. and Dolores Beatty in D.B. 1289 Pg. 157, part of a 24 acre tract conveyed to Jean C. Hornerlaw, etal in O.R. 6739 Pg. 307, part of a 6.67 acre tract conveyed to Elizabeth Beatty, Trustee, etal in D.B. 670 Pg. 419, part of a 94.24 acre tract conveyed to Hen-Jur, LLC in O.R. 6894 Pg. 391, Lots 2, 3, and 8 Crest Heights Subdivision as conveyed to Ira Delene Harter in D.B. 1763 Pg. 348, Lot 4 Crest Heights Subdivision as conveyed to Arlene K. Norton in O.R. 6578 Pg. 1797 and Lot 6 and 7 Crest Heights Subdivision conveyed to George Richard Harter in D.B. 1137 Pg. 164 and D.B. 1288 Pg. 568, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of Interstate 75 and the southerly right-of-way line of Bethany Road;

Thence in a southerly direction, along the easterly right-of-way line of Interstate 75, a distance of 3508 feet;

Thence in an easterly, southerly, and southwesterly direction, a distance of 2578 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a southeasterly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 371 feet;

Thence in an easterly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 47 feet;

Thence in a northerly direction, through said 6.67 acre tract, a distance of 160 feet;

Thence in an easterly direction, through said 6.67 acre tract, a distance of 110 feet;

Thence in a southerly direction, through said 6.67 acre tract, a distance of 160 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in an easterly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 418 feet;

Thence in a northerly direction, along the westerly line of said 24 acre tract, a distance of 140 feet;

Thence in an easterly direction, through said 24 acre tract, a distance of 110 feet;

Thence in a southerly direction, through said 24 acre tract, a distance of 140 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in an easterly direction, along the northerly right-of-way line of Hamilton-Mason Road, 118 feet;

Thence in a southerly direction a distance of 33 feet to a point in the south line of Section 7, said point being the southwest corner of the above referenced 94.24 acre tract;

Thence in an easterly direction, along the south line of Section 7, a distance of 329 feet;

Thence in a northerly direction, through said 94.24 acre tract, a distance of 140 feet;

Thence in an easterly direction, through said 94.24 acre tract, a distance of 90 feet;

Thence in a southerly direction, through said 94.24 acre tract, a distance of 140 feet to the south line of Section 7;

Thence in an easterly direction, along said section line, a distance of 1378 feet to the southeast corner of said 94.24 acre tract;

Thence in a northerly direction, along the easterly line of said 94.24 acre tract, a distance of 2521 feet to the northeasterly corner of said 94.24 acre tract;

Thence in a westerly direction, along the northerly line of said 94.24 acre tract, a distance of 819 feet to the southeast corner of said 6.902 acre tract;

Thence in a northwesterly direction, along the easterly line of said 6.902 acre tract, a distance of 606 feet to the northeast corner of said 6.902 acre tract and the southeast corner of said 86.1 acre tract;

Thence in a northerly direction, along the easterly line of said 86.1 acre tract, a distance of 2031 feet to a northeast corner of said 86.1 acre tract;

Thence in a westerly direction, along a northerly line of said 86.1 acre tract, a distance of 108 feet to the southeast corner of Lot 8 Crest Heights Subdivision;

Thence in a northerly direction, along the easterly line of Lot 8, a distance of 220 feet to the northeast corner of Lot 8 in the southerly right-of-way line of Bethany Road;

Thence in a westerly direction, along the southerly right-of-way line of Bethany Road and northerly lines of Lot 8, 7 and 6 Crest Heights Subdivision, a distance of 310 feet to the northwest corner of Lot 6;

Thence in a southerly direction, along the westerly line of said Lot 6, a distance of 220 feet to the southwest corner of Lot 6 in the northerly line of said 86.1 acre tract;

Thence in a westerly direction, along the northerly line of said 86.1 acre tract, a distance of 180 feet to the southeast corner of Lot 4 Crest Heights Subdivision;

Thence in a northerly direction, along the easterly line of said Lot 4, a distance of 220 feet to the northeast corner of Lot 4 in the southerly right-of-way line of Bethany Road;

Thence in a westerly direction, along the southerly right-of-way line of Bethany Road and northerly lines of Lot 4, 3 and 2 Crest Heights Subdivision, a distance of 320 feet to the northwest corner of Lot 2;

Thence in a southerly direction, along the westerly line of said Lot 2, a distance of 220 feet to the southwest corner of Lot 2 in the northerly line of said 86.1 acre tract;

Thence in a westerly direction, along the northerly line of said 86.1 acre tract, a distance of 100 feet;

Thence in a northerly direction, along an easterly line of said 86.1 acre tract, a distance of 220 feet to the southerly right-of-way line of Bethany Road;

Thence in a westerly direction along the southerly right-of-way line of Bethany Road, a distance of 85 feet;

Thence in a southerly direction, through said 86.1 acre tract, a distance of 210 feet;

Thence in a westerly direction, through said 86.1 acre tract, a distance of 140 feet;

Thence in a northerly direction, through said 86.1 acre tract, a distance of 210 feet to the southerly right-of-way line of Bethany Road;

Thence in a westerly direction along the southerly right-of-way line of Bethany Road, a distance of 105 feet;

Thence, continuing in a westerly direction along said right-of-way line, a distance of 408 feet to the Point of Beginning.

Containing approximately 259 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3A- 1**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 19.91 acre tract conveyed to Wellspring Community Church in O.R. 6623 Pg. 81, part of a 23.736 acre tract conveyed to Tanya H. Eiler, Trustee in O.R. 7389 Pg. 2157 and the entire 6.263 acre tract conveyed to Renegade Enterprises, LLC in O.R. 6581 Pg. 1048, and being more particularly described as follows:

Beginning at the intersection of the southerly right-of-way line of Bethany Road and the westerly right-of-way line of Interstate 75;

Thence in a southerly direction, along the westerly right-of-way line of Interstate 75, a distance of 1237 feet to a point in the south line of said 23.736 acre tract;

Thence in a westerly direction, along the south line of said 23.736 acre tract, a distance of 1207 feet to the easterly right-of-way line of Liberty Court;

Thence in a northerly direction, along the easterly right-of-way line of Liberty Court, a distance of 937 feet;

Thence in a northerly direction, along the westerly line of said 6.263 acre tract, a distance of 176 feet to the northwest corner of said 6.263 acre tract;

Thence in an easterly direction, along the northerly line of said 6.263 acre tract, a distance of 457 feet to the northeast corner of said 6.263 acre tract and being in the westerly line of said 19.91 acre tract;

Thence in a northerly direction, along the westerly line of said 19.91 acre tract, a distance of 186 feet to the southerly right-of-way line of Bethany Road;

Thence in an easterly direction, along the southerly right-of-way line of Bethany Road, a distance of 802 feet to the Point of Beginning.

Containing approximately 34 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3A- 2**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being a 1.389 acre tract conveyed to Helen Sizemore in O.R. 5051 Pg. 511, a 2.767 acre tract conveyed to Taylor Bruce Sizemore in O.R. 1696 Pg. 502, a 2 acre tract conveyed to Taylor Bruce Sizemore in O.R. 5451 Pg. 504, a 6.916 acre tract conveyed to KSMV, LLC in O.R. 7393 Pg. 1947, and a 2.3 acre tract conveyed to Green Crest Management Co., Inc. in O.R. 5458 Pg. 73, and being more particularly described as follows:

Beginning at the northwest corner of said 1.389 acre tract;

Thence in an easterly direction, along the northerly line of said 1.389 acre tract, a distance of 134 feet to the northeast corner of said 1.389 acre tract;

Thence in a southerly direction, along the easterly line of said 1.389 acre tract, a distance of 105 feet to the northwest corner of said 2.3 acre tract;

Thence in an easterly direction, along the northerly line of said 2.3 acre tract, a distance of 905 feet;

Thence in a southerly direction, along an easterly line of said 2.3 acre tract and said 6.916 acre tract, a distance of 127 feet to the westerly right-of-way line of Liberty Court;

Thence in a southerly direction, along the westerly right-of-way line of Liberty Court, a distance of 422 feet;

Thence in westerly direction, along the northerly right-of-way line of Wyandot Lane, a distance of 1328 feet to the southwest corner of said 2.767 acre tract;

Thence in a northeasterly direction, along the westerly lines of said 2.767 acre tract and said 1.389 acre tract, a distance of 722 feet to the Point of Beginning.

Containing approximately 15.3 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-A-3**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 3.923 acre tract conveyed to Rhonda L. Sizemore in O.R. 6876 Pg. 904, the entire 1.212 acre tract conveyed to Rhonda Lee Sizemore in O.R. 7082 Pg. 504, and the entire 1.007 acre tract conveyed to Rhonda Lee Sizemore in O.R. 7082 Pg. 508 and Lots 9 and 10 of Helen Heights conveyed to Beckmark, Inc. in O.R. 7464 Pg. 59, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 10 in the easterly right-of-way line of Cincinnati-Dayton Road;

Thence in a northeasterly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 242 feet to the northwest corner of Lot 9;

Thence in a southeasterly direction, along the northerly line of Lot 9, a distance of 220 feet to the northeast corner of Lot 9 in the westerly line of said 3.923 acre tract;

Thence in a northeasterly direction, along the westerly line of said 3.923 acre tract, a distance of 210 feet to the southerly right-of-way line of Wyandot Lane;

Thence in an easterly direction, along the southerly right-of-way line of Wyandot Lane, a distance of 404 feet;

Thence in a southerly direction, along the westerly right-of-way of Lakota Lane, a distance of 590 feet;

Thence in a westerly direction, along the southerly line of said 1.007 acre tract and said 1.212 acre tract, a distance of 409 feet;

Thence in a northerly direction, along the westerly line of said 1.212 acre tract, a distance of 220 feet to the northwest corner of said 1.212 acre tract;

Thence in an easterly direction, along the northerly line of said 1.212 acre tract, a distance of 40 feet;

Thence in a northerly direction, along a line in said 3.923 acre tract, a distance of 59 feet;

Thence in a westerly direction, along a line in said 3.923 acre tract, a distance of 41 feet;

Thence in a northwesterly direction, along a southerly line of said 3.923 acre tract, a distance of 132 feet to the southwest corner of said 3.923 acre tract and the southeast corner of said Lot 10;

Thence in a westerly direction, along the southerly line of Lot 10, a distance of 233 feet to the Point of Beginning.

Containing approximately 7 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-B-1**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 1.012 acre tract and part of a 1.952 acre tract conveyed to Liberty I Investments, LLC in O.R. 6590 Pg. 2068, part of a 1.898 acre tract conveyed to Lakota Est, LLC in O.R. 6712 Pg. 1412, part of a 5.485 acre tract and part of a 5.500 acre tract conveyed to Main Center of Cincinnati and Dayton, Inc. in D.B. 1769 Pg. 731 and being more particularly described as follows:

Beginning at the northeast corner of said 5.500 acre tract;

Thence in a southerly direction, along the easterly lines of said 5.500 acre and 5.485 acre tracts, a distance of 643 feet;

Thence in a westerly direction, along the northerly right-of-way line of Liberty One Drive, a distance of 1097 feet;

Thence in a northeasterly direction, along the easterly line of Cincinnati-Dayton Road, a distance of 124 feet to the southerly line of said 5.485 acre tract;

Thence in a westerly direction, along the southerly line of said 5.485 acre tract, a distance of 85 feet;

Thence in a northeasterly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 507 feet to the Point of Beginning.

Containing approximately 15 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-B-2**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being the entire 3.992 acre tract conveyed to WCLG Properties, LLC in O.R. 7287 Pg. 672, parts of a 65.811 acre tract conveyed to TSHCH LLC in O.R. 7560 Pg. 723, part of a 2.427 acre tract conveyed to BP Products North America Inc. in O.R. 7553 Pg. 59, Lot 1 Liberty Commons conveyed to National City Bank in O.R. 7663 pg. 809, Lot 2, Lot 3, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 11 Liberty Commons conveyed to Liberty II Investments, LLC in O.R. 7063 Pg. 1863, Lot 4 Liberty Commons conveyed to PNC Bank National Association in O.R. 7601 Pg. 802, Lot 5 Liberty Commons conveyed to Peoples Community Bank in O.R. 7571 pg. 1496, and Lot 10 Liberty Commons as conveyed to Kroger Limited Partnership in O.R. 7560 Pg. 634 and being more particularly described as follows:

Beginning at the northeast corner of said 65.811 acre tract, being in the westerly right-of-way line of Interstate 75;

Thence in a southerly direction, along the westerly right-of-way line of Interstate 75 and an easterly line of said 65.811 acre tract, a distance of 50 feet;

Thence in a southwesterly direction, along the westerly right-of-way line of Interstate 75 and easterly lines of said 65.811 acre tract, distances of 796 feet and 536 feet;

Thence in a southwesterly direction, along the northerly right-of-way line of State Route 129 and the southerly line of said 65.811 acre tract, a distance of 811 feet;

Thence in a westerly direction, along the northerly right-of-way line of State Route 129 and the southerly line of said 65.811 acre tract, a distance of 1012 feet to the southwest corner of said 65.811 acre tract and the southeast corner of Lot 9 Liberty Commons;

Thence in a westerly direction, along the northerly right-of-way line of State Route 129 and the southerly line of said Lot 9, a distance of 564 feet;

Thence continuing in a westerly direction, along the northerly right-of-way line of State Route 129 and the southerly line of said Lot 9 and said 3.992 acre tract, a distance of 443 feet;

Thence in a northwesterly direction, along the northerly right-of-way line of State Route 129 and southerly lines of said 3.992 acre tract and Lot 7, a distance of 441 feet;

Thence in a northwesterly direction, along the northerly right-of-way line of State Route 129 and a southerly line of Lot 6, a distance of 263 feet to the easterly right-of-way line of Cincinnati-Dayton Road;

Thence in a northerly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 83 feet;

Thence in a northeasterly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance 513 feet to the southerly right-of-way line of Yankee Road;

Thence in a southeasterly and easterly direction, along the southerly right-of-way line of Yankee Road, a distance of 1580 feet to the easterly terminus of Yankee Road and a westerly line of said 65.811 acre tract;

Thence in a northerly direction, along the easterly terminus of Yankee Road and a westerly line of said 65.811 acre tract, a distance of 100 feet to the northerly right-of-way line of Yankee Road;

Thence in a westerly and northwesterly direction, along the northerly right-of-way line of Yankee Road, a distance of 1529 feet to the easterly right-of way line of Cincinnati-Dayton Road;

Thence in a northeasterly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 187 feet;

Thence in a northeasterly direction, continuing along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 48 feet to the southerly line of said 2.427 acre tract;

Thence in a westerly direction, along the southerly line of said 2.427 acre tract, a distance 63 feet;

Thence in a northeasterly direction, along the easterly right-of-way line of Cincinnati-Dayton Road, a distance of 184 feet;

Thence in an easterly direction, along the northerly line said 2.427 acre tract, a distance of 89 feet;

Thence in a northeasterly direction, along a westerly line of said 65.811 acre tract, a distance of 42 feet;

Thence in an easterly direction, a distance of 28 feet;

Thence in an easterly direction, along the southerly right-of-way line of Liberty One Drive, a distance of 1094 feet to the northeast corner of said Lot 11;

Thence in a northerly direction, along a westerly line of said 65.811 acre tract, a distance of 60 feet to the northwest corner of said 65.811 acre tract;

Thence in an easterly direction, along the northerly line of said 65.811 acre tract, a distance of 2417 feet to the Point of Beginning.

Containing approximately 102.1 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-C**

Situated in Sections 13 and 19, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lot 18 of the "Replat of Lots 16 and 17 of Cross Creek Subdivision" conveyed to Calvin L. and Judith K. Johnson in D.B. 1222 Pg. 302, a 1.077 acre tract conveyed to John Byington Jr. and Anthony A. Byington in O.R. 6332 Pg. 1083, a 0.538 acre tract conveyed to Chan J. and Young H. Park in O.R. 7438 Pg. 228, a 0.538 acre tract conveyed to Dawn Renee Hunt in O.R. 6234 Pg. 670, 12.186 acres of an original 17.451 acre tract conveyed to Jomachlo-Liberty, Ltd. in O.R. 7629 Pg. 118, 35.79 acres of an original 37.292 acre tract conveyed to John W. Magie and Carole E. Magie, Trustees in O.R. 6891 Pg. 2449, a 10 acre tract conveyed to Jomachlo-Liberty, Ltd. in O.R. 7651 Pg. 404, a 4.68 acre tract conveyed to Jomachlo-Liberty, Ltd. in O.R. 7629 Pg. 118, part of a 1.5 acre tract conveyed to John W. Magie and Carole E. Magie, Trustees in O.R. 6311 Pg. 1481, a 5.901 acre tract conveyed to KMS Partners LTD in O.R. 6779 Pg. 643, part of a 2.2 acre tract conveyed to Bro-Wag, LLC in O.R. 7260 Pg. 856, 5.543 acres of an original 6.263 acre tract conveyed to Clark E. Henry in D.B. 1609 Pg. 185, 3.023 acres of an original 8.252 acre tract conveyed to Tri County Heating and Cooling, Inc. in D.B. 1466 Pg. 291, 1.166 acres of an original 1.246 acre tract conveyed to 7152 Cincinnati-Dayton Road, LLC in O.R. 6863 Pg. 121, part of a 1.648 acre tract (0.843 acres in Section 13 and 0.805 acres in Section 19) conveyed to Cincinnati Capital Partners VII, LLC in O.R. 7370 Pg. 178, 0.643 acres (0.634 acres in Section 13 and 0.009 acres in Section 19) as conveyed to KMS Partners, LTD in O.R. 6081 Pg. 2149, part of a 2 acre tract conveyed to First Choice Lawn and Landscape, Inc. in O.R. 7218 Pg. 781, part of a 1.8 acre tract and part of a 1.5 acre tract conveyed to Bro-Wag, LLC in O.R. 6767 Pg. 2340, part of a 1.241 acre tract conveyed to Ned C. Hoelzer, Trustee in O.R. 6416 Pg. 683, the entire 2.822 acre tract conveyed to Cincinnati Capital Partners XIV, LLC in O.R. 7504 Pg. 613, part of a 12.813 acre tract conveyed to Liberty Banquet and Conference Center in O.R. 7454 Pg. 2273, and a 1.30 acre tract conveyed to Phantom Sound, Inc. in O.R. 7417 Pg. 119 and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of Interstate 75 and the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 172 feet;

Thence continuing in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 316 feet;

Thence in a northerly direction, along a westerly line of said 3.023 acre tract, a distance of 277 feet;

Thence in a northwesterly direction, along a southerly line of said 3.023 acre tract, a distance of 92 feet;

Thence in a westerly direction, along a southerly line of said 3.023 acre tract, a distance of 98 feet;

Thence in a southerly direction, along the easterly line of said Lot 18, a distance of 359 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 202 feet;

Thence in a northerly direction, along the westerly line of said Lot 18, a distance of 229 feet;

Thence in a westerly direction, along southerly lines of said 4.68 acre tract and said 12.813 acre tract, a distance of 381 feet;

Thence in a northerly direction, through said 12.813 acre tract, a distance of 180 feet;

Thence in a westerly direction, through said 12.813 acre tract, a distance of 100 feet;

Thence in a southerly direction, through said 12.813 acre tract, a distance of 180 feet to a southerly line of said 12.813 acre tract;

Thence in a westerly direction, along a southerly line of said 12.813 acre tract, a distance of 100 feet;

Thence in a northerly direction, along a line of said 12.813 acre tract, a distance of 234 feet;

Thence in a westerly direction, along a southerly line of said 12.813 acre tract, a distance of 200 feet to the northeast corner of said 0.538 acre (Hunt) tract;

Thence in a southerly direction, along the easterly line of said 0.538 acre (Hunt) tract, a distance of 234 feet;

Thence in a westerly direction, along southerly lines of said 0.538 acre (Hunt) tract, said 0.538 acre tract (Park) tract and said 1.077 acre tract, a distance of 400 feet;

Thence in a northerly direction, along the westerly line of said 1.077 acre tract, a distance of 234 feet to the northwest corner of said tract being in the southerly line of a 10 acre tract conveyed to Jomachlo-Liberty, Ltd.;

Thence in a westerly direction, along the southerly line of said 10 acre tract, a distance of 334 feet to the southwest corner of said 10 acre tract in the easterly line of said 35.79 acre tract;

Thence in a southerly direction, along the easterly line of said 35.79 acres and an easterly line of said 2.2 acre tract, a distance of 243 feet;

Thence in a westerly direction, along a southerly line of said 2.2 acre tract, a distance of 180 feet;

Thence in a southerly direction, along an easterly line of said 2.2 acre tract, a distance of 255 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 1204 feet;

Thence in a northerly direction, along the westerly line of said 1.241 acre tract, a distance of 220 feet to the northwest corner of said 1.241 acre tract;

Thence in an easterly direction, along the northerly line of said 1.241 acre tract, a distance of 230 feet to the northeast corner of said 1.241 acre tract;

Thence in a northerly direction, along the westerly line of said 2 acre tract, a distance of 147 feet to the southerly line of said 35.79 acre tract;

Thence in a westerly direction, along the southerly lines of said 35.79 acre tract and said 5.901 acre tract, a distance of 662 feet to the northeast corner of said 1.30 acre tract;

Thence in a southerly direction, along the easterly line of said 1.30 acre tract, a distance of 367 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 140 feet;

Thence in a northerly direction, along the westerly line of said 1.30 acre tract, a distance of 367 feet to the southerly line of said 5.901 acre tract;

Thence in a westerly direction, along the southerly line of said 5.901 acre tract, a distance of 377 feet;

Thence in a southerly direction, along a westerly line of said 5.901 acre tract and the easterly line of a 1.166 acre tract conveyed to 7152 Cincinnati-Dayton Road LLC, a distance of 367 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 490 feet to the easterly right-of-way line of Cincinnati-Dayton Road;

Thence along the easterly right-of-way line of Cincinnati-Dayton Road, the following seven courses:

- 1.) In a northeasterly direction a distance of 349 feet;
- 2.) In a northeasterly direction a distance of 64 feet;
- 3.) In a northeasterly direction a distance of 19 feet;
- 4.) In a northerly direction a distance of 16 feet;
- 5.) In a northeasterly direction a distance of 305 feet;
- 6.) In a northeasterly direction a distance of 158 feet;
- 7.) In a northeasterly direction a distance of 213 feet to the southerly right-of-way line of State Route 129;

Thence along the southerly right-of-way line of State Route 129, the following fourteen courses:

- 1.) In a southeasterly direction a distance of 205 feet;
- 2.) In a northeasterly direction a distance of 177 feet;
- 3.) In a northeasterly direction a distance of 215 feet;

- 4.) In a northeasterly direction a distance of 313 feet;
- 5.) In a northeasterly direction a distance of 630 feet;
- 6.) In an easterly direction a distance of 131 feet;
- 7.) In an easterly direction a distance of 131 feet;
- 8.) In an easterly direction a distance of 66 feet;
- 9.) In a southeasterly direction a distance of 487 feet;
- 10.) In an easterly direction a distance of 777 feet;
- 11.) In an easterly direction a distance of 844 feet;
- 12.) In a southeasterly direction a distance of 430 feet;
- 13.) In a southeasterly direction a distance of 552 feet;
- 14.) In a southerly direction a distance of 420 feet to a point in the westerly right-of-way line of Interstate 75;

Thence along said westerly right-of-way line, in a southerly direction, a distance of 167 feet to the Point of Beginning.

Save and except from the above described area the following:

Commencing at the northeast corner of said 5.841 acre tract conveyed to Clark E. Henry;

Thence in a southwesterly direction, through said 5.841 acre tract, a distance of 382 feet to the True Point of Beginning;

Thence in a southerly direction, through said 5.841 acre tract, a distance of 170 feet;

Thence in a northwesterly direction, along a westerly line of said 5.841 acre tract, a distance of 185 feet;

Thence in a northwesterly direction, along a westerly line of said 5.841 acre tract, a distance of 35 feet;

Thence in an easterly direction, through said 5.841 acre tract, a distance of 130 feet to the Point of Beginning, containing 0.298 acres more or less.

The net area described being 110.6 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 10, 2004

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-D-1**

Situated in Section 19, Town 3, Range 3, Liberty Township, Butler County, Ohio and being 5.302 acres of an original 86.209 acre tract conveyed to Gregory T. Amend Etal in D.B. 1701 Pg. 548 and a 1.09 acre tract conveyed to Liberty Veterinary Partners LTD in O.R. 6201 Pg. 1246, and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of Yankee Road and the Northerly right-of-way line of Dutchland Parkway;

Thence in a westerly direction, along the northerly right-of-way line of Dutchland Parkway, a distance of 383 feet;

Thence in a northerly direction, along the westerly line of said 5.302 acre tract, a distance of 706 feet to the northwest corner of said 5.302 acre tract;

Thence in a easterly direction, along the northerly line of said 5.302 acre tract, a distance of 395 feet to the westerly right-of-way line of Yankee Road;

Thence in a southerly direction, along the westerly right-of-way line of Yankee Road, a distance of 705 feet to the Point of Beginning.

Containing approximately 6.4 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-D-2**

Situated in Section 13, Town 3, Range 3, Liberty Township, Butler County, Ohio and being part of a 5.203 acre tract conveyed to Yankee Road Shoppes, LLC, K Land Company, LLC, and K II Land Company, LLC in O.R. 7622 Pg. 1801, and being more particularly described as follows:

Beginning at the intersection of the northerly line of said 5.203 acre tract and the westerly right-of-way line of Cincinnati-Dayton Road;

Thence in a southwesterly direction, along the westerly right-of-way line of Cincinnati-Dayton Road, a distance of 600 feet;

Thence in a westerly direction, along the southerly line of said 5.203 acre tract, a distance of 362 feet to the southwest corner of said 5.203 acre tract;

Thence in a northeasterly direction, along the westerly line of said 5.203 acre tract, a distance of 698 feet to the northwest corner of said 5.203 acre tract;

Thence in a southeasterly direction, along the northerly line of said 5.203 acre tract, a distance of 314 feet to the Point of Beginning.

Containing approximately 5.2 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-D-3**

Situated in Sections 13 and 19, Town 3, Range 3, Liberty Township, Butler County, Ohio and being a 1.958 acre tract and a 3.198 acre tract conveyed to Hut-3, LLC in O.R. 7467 Pg. 1962 and a 2.342 acre tract conveyed to Yankee Development, LLC in O.R. 7497 Pg. 2120, and being more particularly described as follows:

Beginning at the intersection of the westerly right-of-way line of Cincinnati-Dayton Road and the northeasterly right-of-way line of State Route 129;

Thence in a westerly direction, along the northerly right-of-way line of State Route 129, a distance of 546 feet;

Thence in a southwest direction, along the northerly right-of-way line of State Route 129, a distance of 266 feet;

Thence in a westerly direction, along the northerly right-of-way line of State Route 129, a distance of 90 feet;

Thence in a northerly direction, along the westerly line of said 2.342 acre tract, a distance of 317 feet to the southerly right-of-way line of Yankee Road;

Thence along the southerly right-of-way line of Yankee Road the following seven courses:

- 1.) In a southeasterly direction a distance of 72 feet;
- 2.) In an easterly direction a distance of 151 feet;
- 3.) In an easterly direction a distance of 151 feet;
- 4.) In a northeasterly direction a distance of 335 feet;
- 5.) In a northeasterly direction a distance of 186 feet;
- 6.) In a northeasterly direction a distance of 106 feet;
- 7.) In a southeasterly direction a distance of 137 feet;

Thence in a southwesterly direction, along the westerly right-of-way line of Cincinnati-Dayton Road, a distance of 200 feet;

Thence in a southwesterly direction, along the westerly right-of-way line of Cincinnati-Dayton Road a distance of 318 feet to the Point of Beginning.

Containing approximately 7.5 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-D-4**

Situated in Section 19, Town 3, Range 3, Liberty Township, Butler County, Ohio and being a 1.318 acre tract conveyed to ~~igent~~igent Care Properties, LLC in O.R. 7486 Pg. 2246, and being more particularly described as follows:

Beginning at the northwest corner of said 1.318 acre tract;

Thence in an easterly direction, along the southerly right-of-way line of Dutchland Parkway, a distance of 225 feet;

Thence in a southerly direction, along the easterly line of said tract, a distance of 255 feet;

Thence in a westerly direction, along the southerly line of said tract, a distance of 225 feet;

Thence in a northerly direction, along the westerly line of said tract, a distance of 255 feet to the Point of Beginning.

Containing approximately 1.318 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

December 2, 2005

**LEGAL DESCRIPTION
LIBERTY TOWNSHIP J.E.D.D.
AREA #3-E**

Situated in Sections 13 and 19, Town 3, Range 3, Liberty Township, Butler County, Ohio and being Lot 1 of Liberty Towne Centre conveyed to Donatos Pizzeria, LLC in O.R. 7357 Pg. 1448, Lot 2 of Liberty Towne Centre conveyed to Equilon Enterprises, LLC in O.R. 6510 Pg. 2279, Lot 3 of Liberty Towne Centre conveyed to Archland Property I, LLC in O.R. 7393 Pg. 635, Lot 4 of Liberty Towne Centre conveyed to Inland Southeast West Chester, LLC in O.R. 7230 Pg. 2318, Lot 5 of Liberty Towne Centre conveyed to Liberty Towne Centre, LLC in O.R. 6637 Pg. 1403, Lot 6 of Liberty Towne Centre conveyed to Esemtre, LLC in O.R. 6704 Pg. 525, a 0.474 acre tract conveyed to J.Ross X, LLC in O.R. 7460 Pg. 782, a 1.932 acre tract conveyed to Liberty Centre, LLC in O.R. 7417 Pg. 371, a 2.485 acre tract conveyed to Federle and Sons Inc. in O.R. 6422 Pg. 1971, a 9.253 acre tract conveyed to John W. Magie and Jack C. Flaherty in O.R. 6495 Pg. 1350, a 0.757 acre tract and a 0.1124 acre tract conveyed to Bramicar, LLC in O.R. 7578 Pg. 1133, 1.033 acres of an original 8.854 acre tract conveyed to Beckmark Inc. in O.R. 6289 Pg. 1793, a 1.394 acre tract conveyed to Antonios Ristorante Italiano, Inc. in O.R. 6629 Pg. 473, 1.575 acres of an original 6.838 acre tract conveyed to Federle and Sons Inc. in O.R. 6361 Pg. 354, and a 0.460 acre tract conveyed to Beckmark Inc. in O.R. 7395 Pg. 2337, being more particularly described as follows:

Beginning at the northwest corner of the above referenced 9.253 acre tract, being in the southerly right-of-way line of State Route 129;

Thence in a southeasterly direction, along the southerly right-of-way line of State Route 129, a distance of 491 feet;

Thence in an easterly direction, along the southerly right-of-way line of State Route 129, a distance of 832 feet;

Thence in a southeasterly direction a distance of 298 feet;

Thence in a southeasterly direction a distance of 348 feet to the westerly right-of-way line of Cincinnati-Dayton Road;

Thence in a southwesterly direction, along the westerly right-of-way line of Cincinnati-Dayton Road, a distance of 709 feet;

Thence in a northwesterly direction, along the southerly line of the above referenced Lot 1, a distance of 230 feet;

Thence in a southwesterly direction, along an easterly line of the above reference Lot 4, a distance of 9 feet;

Thence continuing in a southwesterly direction, along an easterly line of said Lot 4, a distance of 95 feet;

Thence in a southerly direction, along an easterly line of said Lot 4, a distance of 95 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 250 feet;

Thence in a northerly direction, along the easterly right-of-way line of Towne Centre Drive, a distance of 99 feet;

Thence in a westerly direction, along the northerly right-of-way line of Towne Centre Drive, a distance of 253 feet to the northwest terminus of said Towne Centre Drive;

Thence in a southwesterly direction, along the westerly terminus of said Towne Centre Drive, a distance of 60 feet;

Thence in southeasterly and southerly directions, along southerly and westerly lines of Towne Centre Drive, a distance of 286 feet to the northerly right-of-way line of Hamilton-Mason Road;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance 75 feet;

Thence in a southerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 45 feet;

Thence in a westerly direction, along the northerly right-of-way line of Hamilton-Mason Road, a distance of 247 feet;

Thence in a northerly direction, along the westerly line of the above referenced 1.033 acre tract, a distance of 367 feet, to the southeast corner of said 9.253 acre tract;

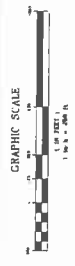
Thence in a westerly direction, along the southerly line of said 9.253 acre tract, a distance of 490 feet;

Thence in a northerly direction, along the westerly line of said 9.253 acre tract, a distance of 851 feet to the Point of Beginning.

Containing approximately 37 acres more or less.

The above description was prepared by Kleingers and Associates, under the direction of David L. Cox, Ohio Professional Surveyor No. 7101 and is based on record information only.

AREA #1



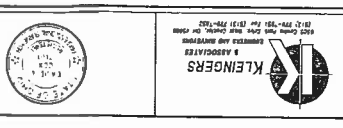
NO.	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA	NOTES
4	02010-014-000-002	GENE EDWARD NICHOLAS	U.R. 6677	PG. 639	0.97	
26	02010-014-000-035	JOE DARMAN NEW	D.B. 1292	PG. 248	1.1	1
27	02010-014-000-036	JOSEPH J. POBY	D.B. 1292	PG. 648	4.63	2
28	02010-014-000-055	CAROL J. JOHNSON, TRUSTEE	U.R. 6228	PG. 728	0.81	
45	02030-050-000-001	CRAIG ALAN & ANN MONTGOMERY	U.R. 6463	PG. 628	1.9	3, 11
71	02010-014-000-015	STAR BANK, N.A., TRUSTEE	U.R. 6256	PG. 806	0.5	
72	02010-014-000-022	JCP PROPERTIES OF CINCINNATI, LLC	U.R. 6884	PG. 1042	1.793	
73	02030-047-000-014	CAROL J. JOHNSON, TRUSTEE	U.R. 6223	PG. 1594	0.443	4
86	02030-047-000-013	CAROL J. JOHNSON, TRUSTEE	U.R. 6266	PG. 906	1.05	5
88	02030-049-000-037	STAR BANK, N.A., TRUSTEE	U.R. 6337	PG. 374	0.466	7
89	02030-050-000-004	GARY L. & JANET M. EMERY, TRUSTEE	U.R. 6737	PG. 374	2.515	8
90	02030-050-000-006	GARY L. & JANET M. EMERY, TRUSTEE	U.R. 5428	PG. 29	0.619	9
91	02030-050-000-024	MICHAEL HILTON	U.R. 5428	PG. 29	0.37	10
92	02030-050-000-025	MICHAEL HILTON	U.R. 6835	PG. 915	0.270	12
107	02010-014-000-065	JAN B. & STEPHEN F. COLLINS	U.R. 6835	PG. 915	0.139	13
109	02030-050-000-028	JAN B. & STEPHEN F. COLLINS	U.R. 6835	PG. 915	0.075	
109	02030-050-000-027	JAN B. & STEPHEN F. COLLINS	U.R. 6261	PG. 256	0.303	14
110	02010-014-000-021	JAN B. & STEPHEN F. COLLINS	D.B. 1334	PG. 593	0.379	15
111	02030-050-000-019	GEORGE & JOAN M. HARDIN				
112	02030-050-000-020	GEORGE & JOAN M. HARDIN				

- NOTES:**
- 1) 6.5 ACRES ± OF 13 ACRES LOCATED IN ZONE O-1 INCLUDED IN THE J.E.D.D.
 - 2) 2.5 ACRES ± OF 4.63 ACRES LOCATED IN ZONE O-1 INCLUDED IN THE J.E.D.D.
 - 3) LOT 47 AND PART OF LOT 45 THE VILLAGE OF BETHANY
 - 4) LOT 54 THE VILLAGE OF BETHANY
 - 5) LOT 30 THE VILLAGE OF BETHANY
 - 6) LOT 32 THE VILLAGE OF BETHANY
 - 7) LOT 48 THE VILLAGE OF BETHANY
 - 8) LOT 49 THE VILLAGE OF BETHANY
 - 9) PART LOT 25 THE VILLAGE OF BETHANY
 - 10) LOT 24 THE VILLAGE OF BETHANY
 - 11) 0.5 ACRES ± OF PART LOT 45 INCLUDED IN THE J.E.D.D.
 - 12) LOT 13 THE VILLAGE OF BETHANY
 - 13) LOT 12 THE VILLAGE OF BETHANY
 - 14) LOT 1 THE VILLAGE OF BETHANY
 - 15) LOT 11 THE VILLAGE OF BETHANY

AREA #	ACRES
#1-A	29 AC ±
#1-B	45 AC ±
#1-C	41 AC ±
#1-D	6.3 AC ±



EXHIBIT 21



AREA #1-C

DISTANCE TABLE

D1	210'
D2	95'
D3	167'
D4	34'
D5	149'
D6	154'
D7	149'
D8	154'
D9	284'
D10	80'
D11	143'
D12	9'
D13	61'

AREA #	ACRES
#1-C-2	0.6 AC ±
#1-C-3	0.5 AC ±
#1-C-4	3 AC ±
	4.1 AC ±



LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
BUTLER COUNTY, OHIO

DETAIL MAP (AREA #1-C) OF PROPOSED AREA
of the
LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
BUTLER COUNTY, OHIO

DATE: 11/11/11
DRAWN BY: JEDD
CHECKED BY: JEDD
SCALE: AS SHOWN
PROJECT: LIBERTY TOWNSHIP
LIBERTY TOWNSHIP
LIBERTY TOWNSHIP

11
01
3

PROPOSED LIBERTY TOWNSHIP J.E.D.D

- NOTES
- 3.) LOT 47 AND PART OF LOT 45 THE VILLAGE OF BETHANY
 - 7.) LOT 48 THE VILLAGE OF BETHANY
 - 8.) LOT 49 THE VILLAGE OF BETHANY
 - 11.) 0.5 ACRES ± OF PART LOT 45 INCLUDED IN THE J.E.D.D

NO	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA	NOTES
45	D2030-050-000-001	CRAIG ALAN & ANN MAMITQUERRY	O.R. 6463	PG. 628	1.9	3.11
71	D2010-014-000-015	STAR BANK, N.A., TRUSTEE	O.R. 6266	PG. 806	0.5	
88	D2030-049-000-037	STAR BANK, N.A., TRUSTEE	O.R. 6266	PG. 806	0.106	
89	D2030-050-000-004	GARY L. & JANET M. EMERY, TRUSTEE	O.R. 6737	PG. 374	0.466	7
90	D2030-050-000-006	GARY L. & JANET M. EMERY, TRUSTEE	O.R. 6737	PG. 374	2.515	8

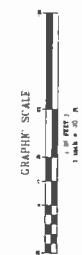


LIBERTY TOWNSHIP
 JOINT ECONOMIC DEVELOPMENT DISTRICT
 BUTLER COUNTY, OHIO

DETAIL MAP (AREA #1-D) OF PROPOSED AREA
 of the
 LIBERTY TOWNSHIP
 JOINT ECONOMIC DEVELOPMENT DISTRICT
 BUTLER COUNTY, OHIO

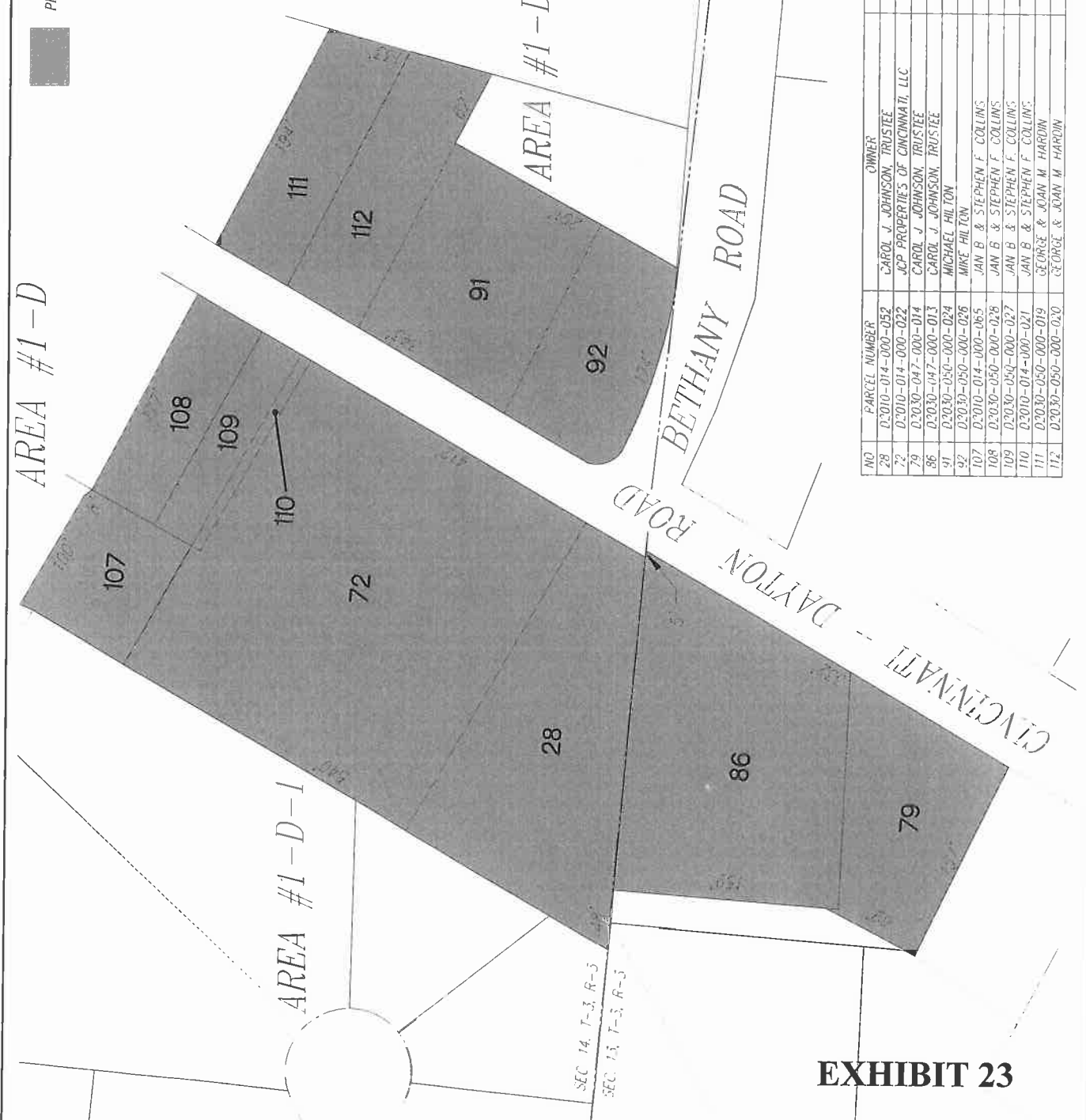
DATE: 10/11/11
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 TITLE: DETAIL MAP (AREA #1-D) OF PROPOSED AREA

PROPOSED LIBERTY TOWNSHIP J.E.D.D



AREA #	ACRES
#1-D-1	4.6 AC ±
#1-D-2	1.7 AC ±
	6.3 AC ±

- NOTES
- 4) LOT 54 THE VILLAGE OF BETHANY
 - 5) LOT 30 THE VILLAGE OF BETHANY
 - 9) PART LOT 24 THE VILLAGE OF BETHANY
 - 10) LOT 24 THE VILLAGE OF BETHANY
 - 12) LOT 13 THE VILLAGE OF BETHANY
 - 13) LOT 12 THE VILLAGE OF BETHANY
 - 14) LOT 1 THE VILLAGE OF BETHANY
 - 15) LOT 11 THE VILLAGE OF BETHANY

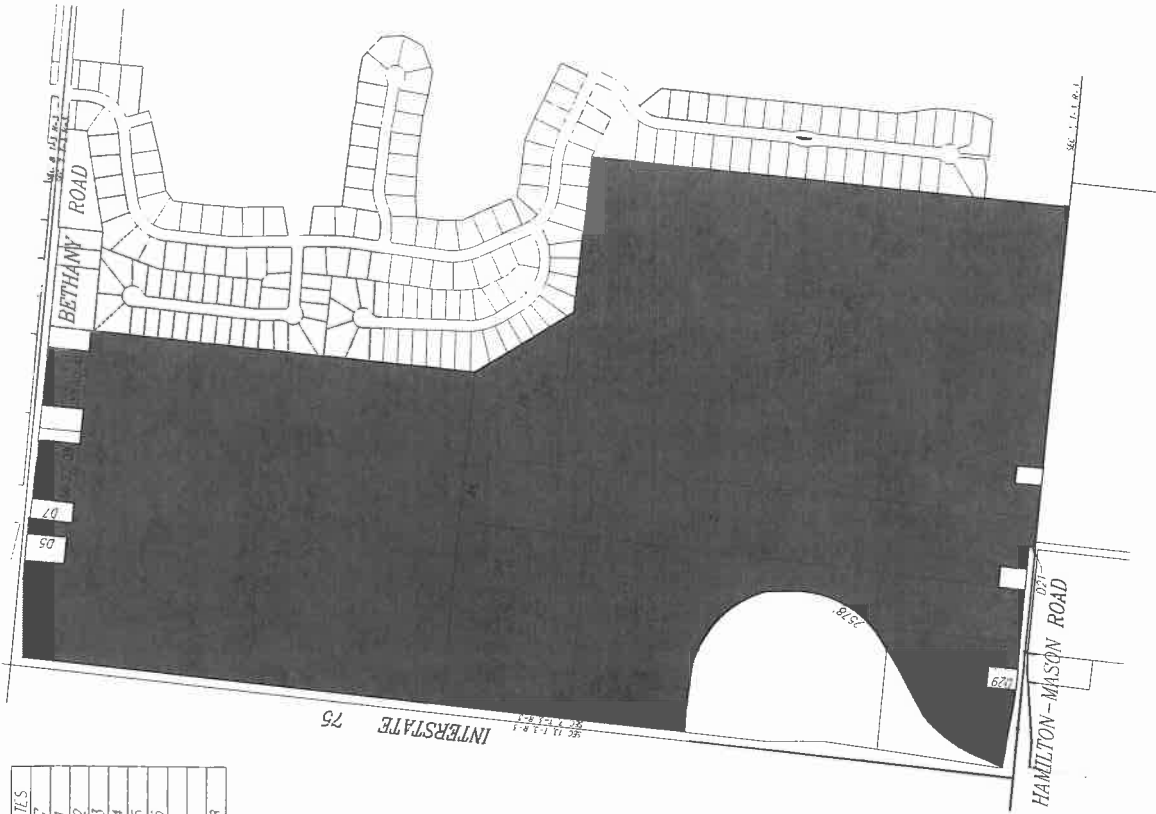
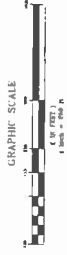


NO	PARCEL NUMBER	OWNER	DEED BOOK PAGE	RETURNED AREA	NOTE
28	07010-014-000-052	CAROL J. JOHNSON, TRUSTEE	O.R. 6228 PG. 738	0.81	
72	07010-014-000-022	JCP PROPERTIES OF CINCINNATI, LLC	O.R. 6864 PG. 1042	1.783	
79	07030-047-000-014	CAROL J. JOHNSON, TRUSTEE	O.R. 6223 PG. 1594	0.443	4
86	07030-047-000-013	CAROL J. JOHNSON, TRUSTEE	O.R. 6223 PG. 1594	1.05	5
91	07030-050-000-024	MICHAEL HILTON	O.B. 7600 PG. 697	0.679	1
92	07030-050-000-026	MIKE HILTON	O.R. 5428 PG. 29	0.37	10
107	07010-014-000-065	JAN B & STEPHEN F. COLLINS	O.R. 6835 PG. 915	0.217	
108	07030-050-000-028	JAN B & STEPHEN F. COLLINS	O.R. 6835 PG. 915	0.270	12
109	07030-050-000-027	JAN B & STEPHEN F. COLLINS	O.R. 6835 PG. 915	0.159	13
110	07010-014-000-021	JAN B & STEPHEN F. COLLINS	O.R. 6835 PG. 915	0.015	
111	07030-050-000-019	GEORGE & JOAN M. HARRIS	O.R. 6261 PG. 256	0.703	14
112	07030-050-000-020	GEORGE & JOAN M. HARRIS	O.B. 1334 PG. 593	0.379	15

EXHIBIT 23

AREA #2

AREA # _____ ACRES
#2 259 AC ±



NO.	PARCEL NUMBER	OWNER	DEED BOOK PAGE	RECORD AREA	NOTES
1	D2010-009-000-008	JEAN C. HORNELAW ET AL.	D.B. 67.39 PG. 307	2.4	7
2	D2020-045-000-002	IRA DELENE HARTER, TRUSTEE	D.B. 176.3 PG. 348	0.505	1
3	D2020-045-000-003	IRA DELENE HARTER, TRUSTEE	D.B. 176.3 PG. 348	0.505	2
4	D2020-045-000-004	ARLENE K. NORTON	D.B. 65.78 PG. 179.7	0.606	3
5	D2020-045-000-006	GEORGE RICHARD HARTER	D.B. 11.37 PG. 164	0.505	4
6	D2020-045-000-007	GEORGE RICHARD HARTER	D.B. 12.98 PG. 568	0.505	5
7	D2010-009-000-008	IRA DELENE HARTER, TRUSTEE	D.B. 176.3 PG. 348	0.505	6
8	D2010-009-000-011	GREEN CREST GOLF COURSE, INC.	D.B. 97.1 PG. 381	1	
9	D2010-009-000-012	GREEN CREST GOLF COURSE, INC.	D.B. 97.1 PG. 381	6.902	
10	D2010-009-000-009	ELIZABETH BEATTY, TRUSTEE ET AL.	D.B. 67.0 PG. 412	6.67	8

NOTES

- 1.) LOT 2 CREST HEIGHTS SUBDIVISION
- 2.) LOT 3 CREST HEIGHTS SUBDIVISION
- 3.) LOT 4 CREST HEIGHTS SUBDIVISION
- 4.) LOT 6 CREST HEIGHTS SUBDIVISION
- 5.) LOT 7 CREST HEIGHTS SUBDIVISION
- 6.) LOT 8 CREST HEIGHTS SUBDIVISION
- 7.) 23.647± ACRES IN J.E.D.D.
- 8.) 6.766± ACRES IN J.E.D.D.
- 9.) 93.951± ACRES IN J.E.D.D.
- 10.) 85.425± ACRES IN J.E.D.D.

DISTANCE TABLE

01	4.00'
02	105'
03	270'
04	140'
05	270'
06	85'
07	220'
08	160'
09	220'
10	530'
11	230'
12	150'
13	420'
14	310'
15	220'
16	108'
17	140'
18	90'
19	140'
20	329'
21	33'
22	118'
23	140'
24	170'
25	140'
26	418'
27	160'
28	110'
29	160'
30	47'

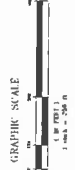
EXHIBIT 24

DETAIL MAP (AREA #2) OF PROPOSED AREA
of the
LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
LIBERTY TOWNSHIP BUTLER COUNTY, OHIO



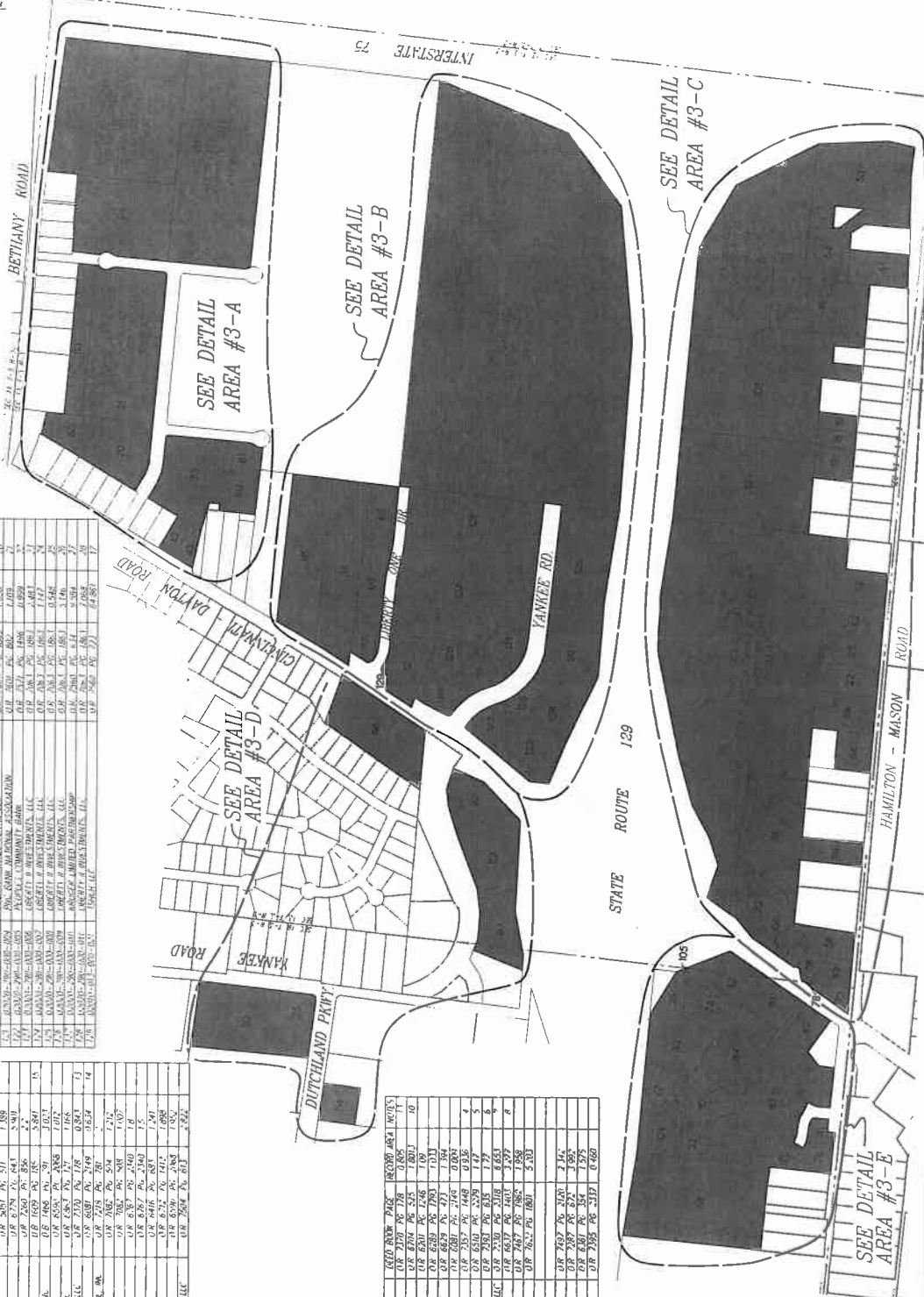
DATE: 11/20/20
DRAWN BY: J.E.D.D.
CHECKED BY: J.E.D.D.
SCALE: AS SHOWN
PROJECT NO.: 142121212121212121
SHEET NO. 5 OF 11

AREA #3



AREA #	ACRES
#3-A	56.3 AC ±
#3-B	117.1 AC ±
#3-C	110.6 AC ±
#3-D	20.4 AC ±
#3-E	37 AC ±

12) LIBERTY ECONOMIC DEVELOPMENT DISTRICT - UNDEVELOPED
 13) 200+ ACRES - UNDEVELOPED
 14) 100+ ACRES - UNDEVELOPED
 15) 50+ ACRES - UNDEVELOPED
 16) 20+ ACRES - UNDEVELOPED
 17) 10+ ACRES - UNDEVELOPED
 18) 5+ ACRES - UNDEVELOPED
 19) 10+ ACRES - UNDEVELOPED
 20) 5+ ACRES - UNDEVELOPED
 21) 10+ ACRES - UNDEVELOPED
 22) 5+ ACRES - UNDEVELOPED
 23) 10+ ACRES - UNDEVELOPED
 24) 5+ ACRES - UNDEVELOPED
 25) 10+ ACRES - UNDEVELOPED
 26) 5+ ACRES - UNDEVELOPED
 27) 10+ ACRES - UNDEVELOPED



NO.	PARCEL NUMBER	OWNER	ACRES	RECORD AREA
12	0000-01-000-001	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	56.3	1201
13	0000-01-000-002	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	117.1	1202
14	0000-01-000-003	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	110.6	1203
15	0000-01-000-004	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	20.4	1204
16	0000-01-000-005	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	37	1205

NO.	PARCEL NUMBER	OWNER	ACRES	RECORD AREA
17	0000-01-000-006	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	56.3	1206
18	0000-01-000-007	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	117.1	1207
19	0000-01-000-008	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	110.6	1208
20	0000-01-000-009	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	20.4	1209
21	0000-01-000-010	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	37	1210

NO.	PARCEL NUMBER	OWNER	ACRES	RECORD AREA
22	0000-01-000-011	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	56.3	1211
23	0000-01-000-012	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	117.1	1212
24	0000-01-000-013	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	110.6	1213
25	0000-01-000-014	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	20.4	1214
26	0000-01-000-015	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	37	1215

PROPOSED
LIBERTY TOWNSHIP J.E.D.D

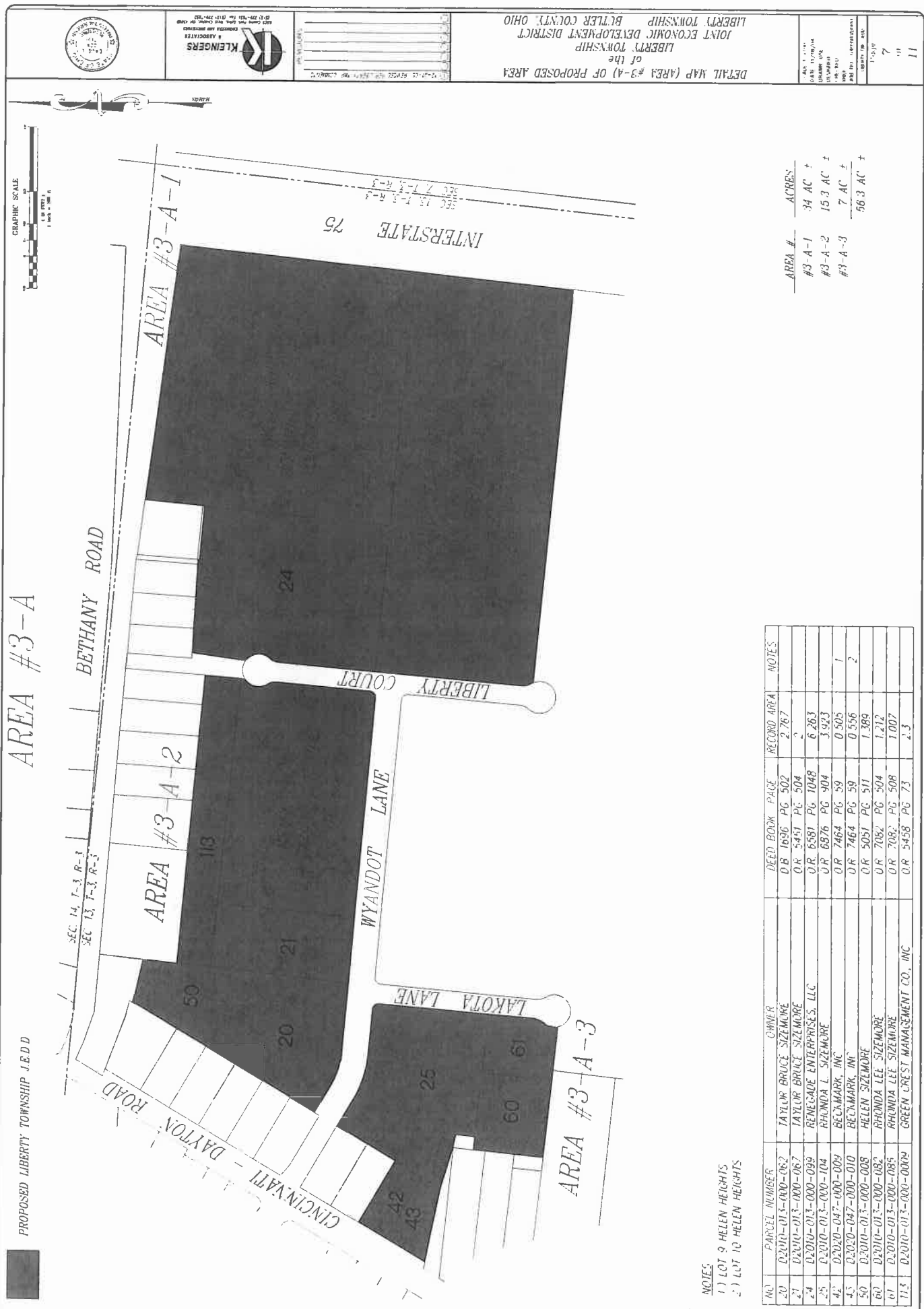
EXHIBIT 25

DETAIL MAP (AREA #3) OF PROPOSED AREA
 of the
 LIBERTY TOWNSHIP
 JOINT ECONOMIC DEVELOPMENT DISTRICT
 BUTLER COUNTY, OHIO

DATE: 1/17/14	SCALE: 1" = 200'
DRAWN BY: J.E.D.D.	CHECKED BY: J.E.D.D.
DATE: 1/17/14	SCALE: 1" = 200'
DRAWN BY: J.E.D.D.	CHECKED BY: J.E.D.D.
DATE: 1/17/14	SCALE: 1" = 200'
DRAWN BY: J.E.D.D.	CHECKED BY: J.E.D.D.



NO.	PARCEL NUMBER	OWNER	ACRES	RECORD AREA
1	0000-01-000-001	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	56.3	1201
2	0000-01-000-002	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	117.1	1202
3	0000-01-000-003	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	110.6	1203
4	0000-01-000-004	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	20.4	1204
5	0000-01-000-005	LIBERTY ECONOMIC DEVELOPMENT DISTRICT	37	1205



NOTES
 1) LOT 9 HELEN HEIGHTS
 2) LOT 10 HELEN HEIGHTS

NO.	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA	NOTES
20	02010-013-000-062	TAYLOR BRUCE SIZEMORE	D.B. 1696	PG. 502	2.767	
21	02010-013-000-067	TAYLOR BRUCE SIZEMORE	O.R. 5451	PG. 504	2	
44	02010-013-000-099	RENEGADE ENTERPRISES, LLC	O.R. 6581	PG. 1048	6.263	
25	02010-013-000-104	RHONDA L. SIZEMORE	O.R. 6976	PG. 504	3.923	
42	02020-047-000-009	BECKMARK, INC	O.R. 7464	PG. 59	0.505	1
43	02020-047-000-010	BECKMARK, INC	O.R. 7464	PG. 511	0.556	2
50	02010-013-000-082	HELEN SIZEMORE	O.R. 5051	PG. 511	1.389	
60	02010-013-000-083	RHONDA LEE SIZEMORE	O.R. 7082	PG. 508	1.212	
61	02010-013-000-085	RHONDA LEE SIZEMORE	O.R. 7082	PG. 508	1.007	
113	02010-013-000-000A	GREEN CREST MANAGEMENT CO., INC	O.R. 5456	PG. 73	2.3	

AREA #	ACRES
#3-A-1	34 AC ±
#3-A-2	15.3 AC ±
#3-A-3	7 AC ±
TOTAL	56.3 AC ±

DETAIL MAP (AREA #3-A) OF PROPOSED AREA
 of the
 LIBERTY TOWNSHIP
 JOINT ECONOMIC DEVELOPMENT DISTRICT
 LIBERTY TOWNSHIP BUTLER COUNTY, OHIO



GRAPHIC SCALE
 1" = 100' ±

PROPOSED LIBERTY TOWNSHIP J.E.D.D.
 AREA #3-A

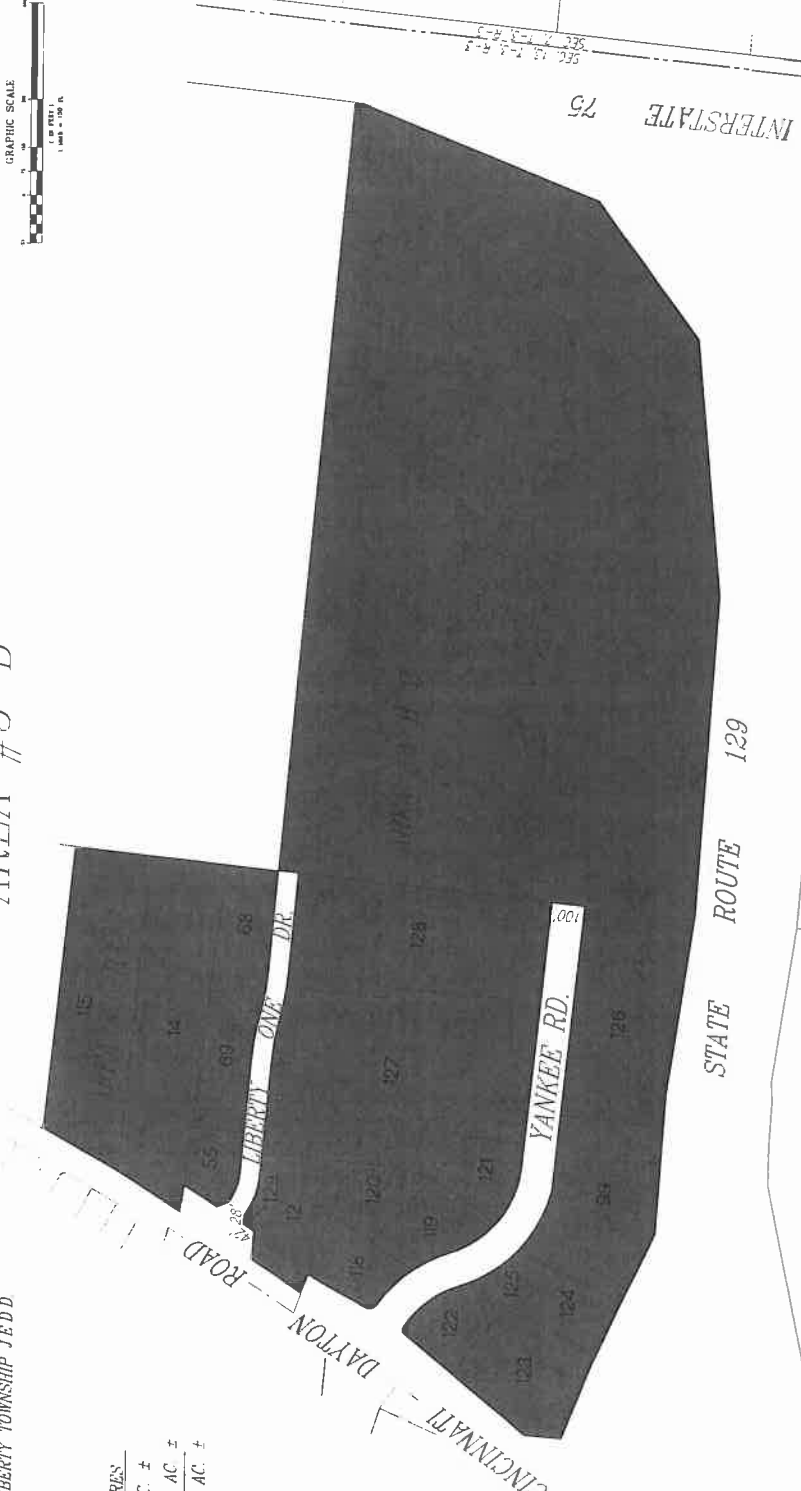
SEC. 14, T-3, R-1
 SEC. 13, T-3, R-3



AREA #3-B

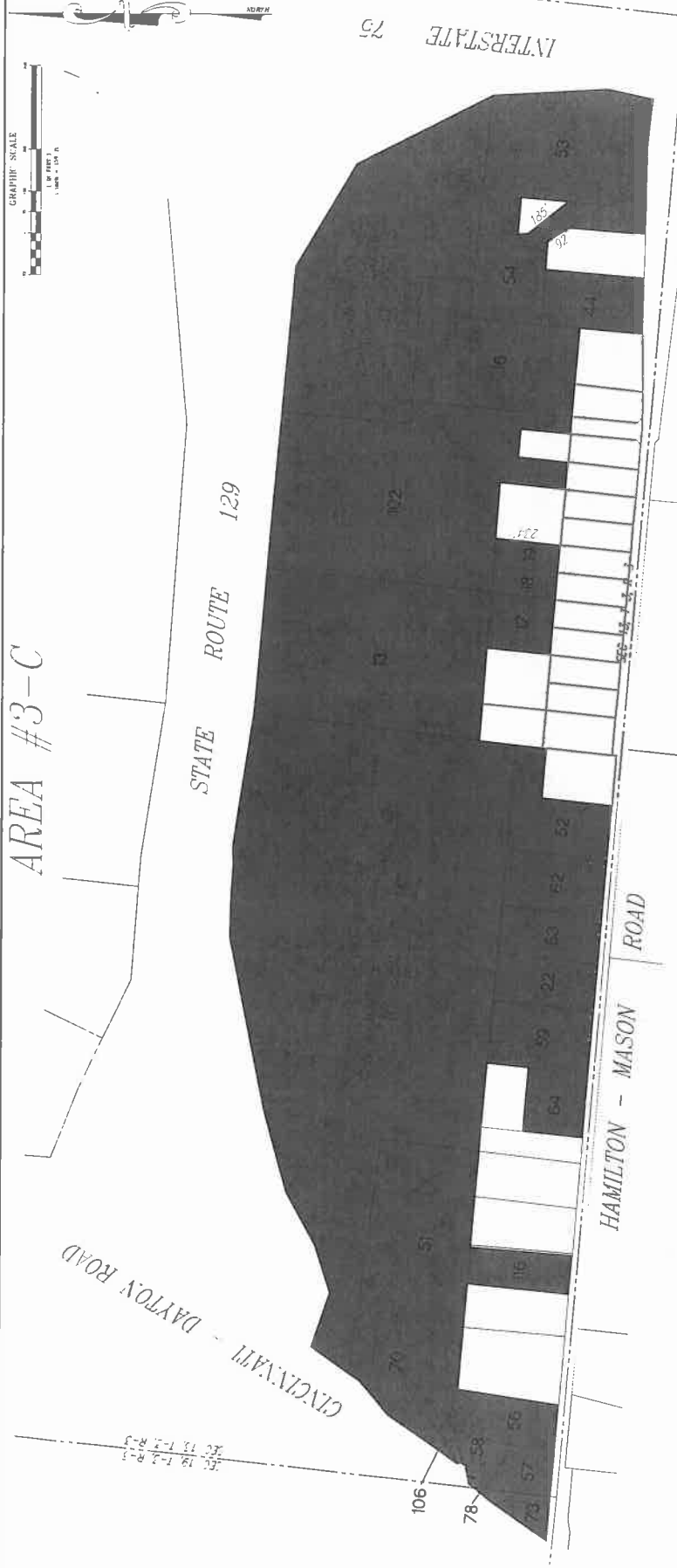
PROPOSED LIBERTY TOWNSHIP J.E.D.D

AREA #	ACRES
#3-B-1	15 AC. ±
#3-B-2	102.1 AC. ±
	117.1 AC. ±



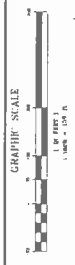
NO.	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA
13	02010-013-000-112	BP PRODUCTS NORTH AMERICA INC	O.R. 7553	PG. 59	2.427
14	02010-013-000-046	JAIN CENTER OF CINCINNATI AND DAYTON, INC	D.B. 1789	PG. 731	5.485
15	02010-013-000-047	LIBERTY INVESTMENTS, LLC	O.R. 6590	PG. 2068	1.012
16	02010-013-000-100	LAKOTA EAST, LLC	O.R. 6712	PG. 1413	1.998
17	02010-013-000-101	LIBERTY II INVESTMENTS, LLC	O.R. 6580	PG. 2068	1.952
18	02010-013-000-105	WCLG PROPERTIES, LLC	O.R. 7287	PG. 672	3.992
19	02010-013-000-045	JAIN CENTER OF CINCINNATI AND DAYTON, INC	D.B. 1769	PG. 731	5.500
20	02010-290-000-001	NATIONAL CITY BANK	O.R. 7663	PG. 809	1.147
21	02010-290-000-002	LIBERTY II INVESTMENTS, LLC	O.R. 7063	PG. 1863	1.328
22	02010-290-000-003	LIBERTY II INVESTMENTS, LLC	O.R. 7063	PG. 1863	1.038
23	02010-290-000-004	PNC BANK NATIONAL ASSOCIATION	O.R. 7601	PG. 802	1.109
24	02010-290-000-005	PEOPLES COMMUNITY BANK	O.R. 7571	PG. 1436	0.999
25	02010-290-000-006	LIBERTY II INVESTMENTS, LLC	O.R. 7063	PG. 1863	2.483
26	02010-290-000-007	LIBERTY II INVESTMENTS, LLC	O.R. 7063	PG. 1863	1.147
27	02010-290-000-008	LIBERTY II INVESTMENTS, LLC	O.R. 7063	PG. 1863	0.548
28	02010-290-000-009	LIBERTY II INVESTMENTS, LLC	O.R. 7560	PG. 634	9.594
29	02010-290-000-010	KROGER LIMITED PARTNERSHIP	O.R. 7063	PG. 1863	7.066
30	02010-013-000-011	LIBERTY II INVESTMENTS, LLC	O.R. 7560	PG. 723	64.861
31	02010-013-000-021	TSHOH LLC			17

- NOTES
- 17) 0.046 ACRE PARTIAL REMAINDER IN J.E.D.D
 - 18) LOT 1 LIBERTY COMMONS
 - 19) LOT 2 LIBERTY COMMONS
 - 20) LOT 3 LIBERTY COMMONS
 - 21) LOT 4 LIBERTY COMMONS
 - 22) LOT 5 LIBERTY COMMONS
 - 23) LOT 6 LIBERTY COMMONS
 - 24) LOT 7 LIBERTY COMMONS
 - 25) LOT 8 LIBERTY COMMONS
 - 26) LOT 9 LIBERTY COMMONS
 - 27) LOT 10 LIBERTY COMMONS
 - 28) LOT 11 LIBERTY COMMONS
 - 29) 0.695 ACRES IN J.E.D.D
 - 30) 1.472 ACRES IN J.E.D.D
 - 31) 1.859 ACRES IN J.E.D.D
 - 32) 64.027 ACRES IN J.E.D.D



NO	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA	NOTES
13	02010-013-000-043	JOMACHLO-LIBERTY, LTD.	O.R. 7651	PG. 404	10	
16	02010-013-000-051	JOMACHLO-LIBERTY, LTD.	O.R. 7629	PG. 118	4.68	
17	02010-013-000-054	JOHN BINGHAM JR & ANTHONY A. BINGHAM	O.R. 6332	PG. 1083	1.077	
18	02010-013-000-055	CHAM J & YOUNG H PARK	O.R. 7438	PG. 228	0.538	
19	02010-013-000-056	DAWN RENEE HUNT	O.R. 6234	PG. 670	0.538	
23	02010-013-000-079	JOHN W. MARIE & CAROLE E. MARIE, TRUSTEES	O.R. 6311	PG. 1481	1.5	
44	02020-015-000-014	CALVIN L. & BUDITH K. JOHNSON	O.B. 1222	PG. 302	1.646	3
51	02010-013-000-079	KMS PARTNERS LTD	O.R. 6779	PG. 643	5.901	
52	02010-013-000-039	BRO-WAG, LLC	O.R. 7260	PG. 856	2.2	
53	02010-013-000-041	CLARK E. HENRY	O.B. 1609	PG. 185	5.841	15
54	02010-013-000-042	TRI COUNTY HEATING & COOLING, INC.	O.B. 1466	PG. 291	3.023	
56	02010-013-000-070	7152 CINCINNATI-DAYTON ROAD, LLC	O.R. 6663	PG. 121	1.166	
57	02010-013-000-073	CINCINNATI CAPITAL PARTNERS VII, LLC	O.R. 7370	PG. 178	0.843	13
58	02010-013-000-074	KMS PARTNERS, LTD	O.R. 6081	PG. 3149	0.634	14
59	02010-013-000-076	FIRST CHOICE LAWN AND LANDSCAPE, INC.	O.R. 7218	PG. 781	2	
62	02010-013-000-092	BRO-WAG, LLC	O.R. 6767	PG. 2340	1.8	
63	02010-013-000-093	BRO-WAG, LLC	O.R. 6767	PG. 2340	1.5	
64	02010-013-000-094	NED C. HOLZER, TRUSTEE	O.R. 6416	PG. 683	1.241	
70	02010-013-000-103	CINCINNATI CAPITAL PARTNERS XIV, LLC	O.R. 7504	PG. 613	2.822	
73	02010-013-000-075	CINCINNATI CAPITAL PARTNERS VII	O.R. 7370	PG. 178	0.805	13
78	02010-013-000-104	KMS PARTNERS LTD	O.R. 6081	PG. 3149	0.009	14
102	02010-013-000-106	LIBERTY BANQUET & CONFERENCE CENTER	O.R. 7454	PG. 2273	12.813	16
106	02010-013-000-107	KMS PARTNERS, LTD	O.R. 6702	PG. 1541	0.151	
116	02010-013-000-033	PHANTOM SOUND, INC.	O.R. 7417	PG. 179	1.30	

NOTES
 3.) LOT 18 CROSS CREEK
 13.) PART OF A 1.648 ACRE TRACT
 14.) PART OF A 0.643 ACRE TRACT
 15.) 5.543± ACRES IN J.E.D.D.
 16.) 12.395± ACRES IN J.E.D.D.

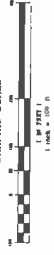


PROPOSED LIBERTY TOWNSHIP J.E.D.D.

PROPOSED LIBERTY TOWNSHIP JEDD

AREA #3-D

GRAPHIC SCALE



NO	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA
30	D2010-017-000-043	GREGORY T. AMEND ETAL	DB 1701	PG 548	5.302
75	D2010-017-000-085	LIBERTY VETERINARY PARTNERS LTD	OR 6201	PG 1246	1.09
93	D2010-013-000-097	HUT-3, LLC	OR 7467	PG 1942	1.958
96	D2010-013-000-002	YANKEE ROAD SHOPPES, LLC	OR 7822	PG 1801	5.203
		YR LAND COMPANY, LLC			
97	D2010-013-000-107	YR LAND COMPANY, LLC	OR 7497	PG 2120	2.342
114	D2010-017-000-054	YANKEE DEVELOPMENT, LLC	OR 7486	PG 2246	1.318
117	D2010-013-000-106	URGENT CARE PROPERTIES, LLC	OR 7467	PG 1962	3.198
		HUT-3, LLC			



AREA #	ACRES
#3-D-1	6.4 AC ±
#3-D-2	5.2 AC ±
#3-D-3	7.5 AC ±
#3-D-4	1.3 AC ±
TOTAL	20.4 AC ±

AREA #3-D-3
ROUTE 129

STATE

EXHIBIT 29



PREPARED BY: _____
DATE: _____

DETAIL MAP (AREA #3-D) OF PROPOSED AREA
of the
LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
LIBERTY TOWNSHIP BUTLER COUNTY, OHIO

DATE: 11/17/14	SCALE: 1"=100'
DRAWN BY: JEDD	PROJECT NO: 248
CHECKED BY: JEDD	
DATE: 11/17/14	
11	10

AREA #3-E

PROPOSED LIBERTY TOWNSHIP J.E.D.D.

NO.	PARCEL NUMBER	OWNER	DEED BOOK	PAGE	RECORD AREA	NOTES
31	02010-017-000-091	J. MOSS X, LLC	O.R. 7460	PG. 782	0.474	
32	02010-017-000-092	LIBERTY CENTRE, LLC	O.R. 7417	PG. 371	1.932	
33	02010-017-000-094	FEDERLE AND SONS INC	O.R. 6422	PG. 1971	2.485	
34	02010-017-000-097	JOHN W. MAGIE & JACK C. FLAHERTY	O.R. 6495	PG. 1350	9.253	
35	02010-017-000-103	BRAMICAR, LLC	O.R. 7578	PG. 1133	0.757	
36	02020-057-000-012	ESEMIRE, LLC	O.R. 6704	PG. 525	1.8073	10
37	02010-017-000-087	BECKMARK INC	O.R. 6289	PG. 1783	1.033	
38	02010-017-000-096	ANTONIO'S RISTORANTE ITALIANO, INC	O.R. 6629	PG. 473	1.394	
39	02020-057-000-007	PLOWAOS PIZZERIA, LLC	O.R. 7357	PG. 1448	0.936	4
40	02020-057-000-008	EVOLUCION ENTERPRISES, LLC	O.R. 6510	PG. 2279	1.47	5
41	02020-057-000-009	ARCILAND PROPERTY I, LLC	O.R. 7393	PG. 635	1.77	6
42	02020-057-000-010	INLAND SOUTHEAST WEST CHESTER, LLC	O.R. 7310	PG. 2318	6.653	7
43	02020-057-000-011	LIBERTY TOWNE CENTER, LLC	O.R. 6637	PG. 1403	3.277	8
44	02010-017-000-093	TUDORLE AND SONS, INC	O.R. 6367	PG. 354	1.575	
45	02010-017-000-110	BECKMARK INC	O.R. 7395	PG. 2337	0.460	
46	02020-057-000-014	SPENLEX, LLC	O.R. 7267	PG. 1253	1.477	12
47	02020-057-000-015	SPENLEX, LLC	O.R. 7287	PG. 1253	1.477	12
48	02020-057-000-016	LIBERTY CENTRE, LLC	O.R. 7045	PG. 1963	1.477	12
49	02020-057-000-017	MELLOW TREE PROPERTIES, LLC	O.R. 7486	PG. 87	1.477	12
50	02020-057-000-018	BERNARD K & CONSTANCE M RAIL TRUSTEES	O.R. 7336	PG. 859	1.477	12
51	02020-057-000-019	LIBERTY CENTRE, LLC	O.R. 7045	PG. 1963	1.477	12
52	02020-057-000-020	LIBERTY CENTRE, LLC	O.R. 7045	PG. 1963	1.477	12
53	02020-057-000-021	4W INVESTMENTS, LLC	O.R. 7338	PG. 846	1.477	12
54	02010-017-000-072	BRAMICAR, LLC	O.R. 7576	PG. 1133	0.1124	

- NOTES:
- 1) LOT 1 LIBERTY TOWNE CENTRE
 - 2) LOT 2 LIBERTY TOWNE CENTRE
 - 3) LOT 3 LIBERTY TOWNE CENTRE
 - 4) LOT 4 LIBERTY TOWNE CENTRE
 - 5) LOT 5 LIBERTY TOWNE CENTRE
 - 6) LOT 6 LIBERTY TOWNE CENTRE
 - 7) LIBERTY PROFESSIONAL CENTRE CONDOMINIUM
 - 8) P.E. 3608 PG. 4-8



EXHIBIT 30

KLEINERS
A ASSOCIATE
OF THE
KLEINER GROUP

LIBERTY TOWNSHIP
OHIO

LIBERTY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT
OF THE
LIBERTY TOWNSHIP
LIBERTY TOWNSHIP
BUTLER COUNTY, OHIO

DATE: 11/11/11
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
SHEET NO. 11
TOTAL SHEETS: 11

LIBERTY TOWNSHIP JEDD I PARCELS



Legend

JEDD Parcels

□ Non-JEDD Parcel

▭ JEDD Parcel

JEDD Parcel Zoning

□ Parcel Boundary

▨ B-1 Neighborhood Business District

▩ B-2 Community Business District

⋯ B-PUD Business Planned Unit Development District

▤ O-1 Office District

▥ O-2 Office/Limited Industrial District

Cox Road Corridor Overlay District (CRCOD)

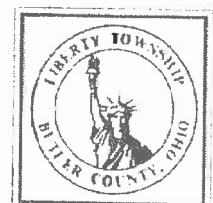
■ SubArea A

■ SubArea B

■ SubArea C

See Sections 2.5 and 2.9.8 of the Liberty Township Zoning Resolution

See Section 2.10 of the Liberty Township Zoning Resolution



1 inch equals 1,400 feet

EXHIBIT 31

LIBERTY TOWNSHIP JEDD I **ECONOMIC DEVELOPMENT PLAN**

Introduction

The purpose of this plan is to set forth the strategic goals and strategies for the economic development of the Liberty Township JEDD I. The intended result from this economic development planning effort is a more inclusive strategy to move the community forward through the creation of a Joint Economic Development District (JEDD). The plan is intended to facilitate economic development.

Setting

Liberty Township is conveniently located in the center of the Cincinnati-Dayton Metroplex of 2.8 million people. The township is located 20 miles north of Cincinnati and 25 miles south of Dayton and straddles Interstate 75 and the Butler County Veterans Highway (State Route 129). The township's strategic location between two major metropolitan areas allows ready access to big-city amenities such as major colleges and universities, professional sports, two international airports, the performing arts and other recreation resources, including zoos, museums, theme parks and shopping.

Liberty Township can best be described as a semi-rural bedroom community with only 2% of the total land area in commercial use. The current population of Liberty Township is estimated at 32,073 (March 2005) which is a 40.5% increase from the 2000 US Census (22,819) and a 246.7% increase from the 1990 US Census (9,249). Liberty Township has a very strong workforce with 40.2% of the population holding a Bachelors degree or higher and the median household income is \$75,195 (US Census, 2000). Residential development is continuing to impact the historic rural character of the community and placing additional pressure on land that is planned for commercial development.

Strengths, Opportunities and Goals for the Future

The Liberty Township Comprehensive Plan Steering Committee has completed several studies involving public input to identify the Township's Strengths, Opportunities and Economic Development Priorities as described below. These values will be used to identify economic development strategies for the JEDD I.

Strengths

- Good school system
- Land / Room to grow and develop
- Proximity to Cincinnati and Dayton
- Good leadership
- Open space
- Proximity to shopping
- Blend of rural and suburban character
- Skilled and educated population

- Location and access to major highways
- Parks, green space and walking trails
- Available land for commercial development

The identified strengths will be used to help market available properties in the JEDD I and identify land to expand the commercial base of Liberty Township.

Opportunities

- Economic development
- Control development pace
- Available land for commercial or technology development
- Increase tax base
- Identify and create a downtown
- Opportunity to do it right . . . low density and planned business development
- Impact fees for schools and infrastructure
- Market central location between Cincinnati and Dayton
- Aesthetic improvements (trees, parks, pedestrian connections)
- Interchange improvements / expansion along I-75
- Educated workforce to pool resources

The opportunities identified above will be used to prioritize goals for promoting economic development within the JEDD I territory.

Economic Development Priorities

- Develop, plan and encourage commercial, technology, research park, retail, service and office development in Liberty Township
- Increase employment opportunity in the Township
- Stabilize tax base
- Be proactive in providing infrastructure to support, attract and expand business.
- Maximize I-75 corridor for office and sustainable mixed uses
- Educate residents on the need for commercial development to help support taxes and other community costs
- Stimulate economic development
- Need commercial to offset residential services – commercial in selected locations – balance small retail neighborhood businesses with “big boxes” near interchanges
- Expand land earmarked for commercial development
- Form an Economic Development Committee
- Encourage development that will produce jobs in the Township

In order to develop, plan and encourage commercial development, Liberty Township must provide the infrastructure necessary for commercial development. The proposed infrastructure improvement projects have been prioritized based on traffic demand, existing inadequate infrastructure and the relationship of other infrastructure improvement projects (Liberty Interchange, Cincinnati-Dayton Road widening, Bethany

Road widening east of State Route 741, Warren County). With the addition of the Liberty Interchange, traffic patterns within the JEDD I boundaries will change to accommodate accessibility to current and future development. The key objective is to provide for the safe and efficient movement of vehicles. All of the proposed projects will have a direct benefit to the properties located in the Liberty Township JEDD I territory. The proposed project list includes, but is not limited to:

1. The construction of the Liberty Interchange. The project is directed to promote commercial development and provide a direct benefit to land within the area of the interchange (JEDD I parcels) by providing more direct access to the interstate. The proposed Liberty Interchange project requires the following improvements, including:
 - a. Hamilton-Mason Road widening to five (5) lanes (two (2) through in each direction with one (1) turn lane) from Cincinnati-Dayton Road to Butler-Warren County Line Road.
 - b. Intersection improvements (turn lanes / signalization) at Hamilton-Mason and Cincinnati-Dayton Roads and Hamilton-Mason and Butler-Warren County Line Roads.
 - c. Construction of exit and entrance ramps from I-75 to Hamilton-Mason Road including the relocation of existing ramps to and from SR 129 (Butler County Veterans Highway).
 - d. Construction of access roads parallel to Hamilton-Mason Road adjacent to the Liberty Interchange.
 - e. Construction of Cox Road from Hamilton-Mason Road north to the southern edge of Green Crest Golf Course.
2. Butler-Warren County Line Road from Bethany Road to Hamilton-Mason Road. The proposed project will widen the road from the existing two (2) lanes to five (5) lanes, two (2) through in each direction with a center turn lane. In addition work will include an approximately 250' taper north of Bethany Road and south of Hamilton-Mason Road. The section immediately south of Bethany Road is anticipated to include a northbound exclusive right turn lane, one (1) through lane, and exclusive left turn lane and two (2) southbound through lanes. Additional project enhancements may include a 5' wide sidewalk on one side of the road and a 10' wide asphalt bike lane / path on the opposite side of the road.

The proposed widening of Butler-Warren County Line Road will accommodate the additional traffic between Warren County and Butler County to access the proposed Liberty Interchange on Hamilton-Mason Road.

3. Bethany Road from Cincinnati-Dayton Road to Butler-Warren County Line Road (Butler County) and Butler-Warren County Line Road to SR 741 (Warren County). The proposed project (Butler County) will widen the road from the existing two (2) lanes to three (3) lanes, one (1) through lane in each direction with a center turn lane. The three lane section will include curb, gutter and storm sewer with a potential enhancement to include a 10' wide asphalt bike lane / path

on the south side of the road. A new signal will be placed at the intersection of Butler-Warren County Line Road. This project assumes Ohio Department of Transportation (ODOT) will finish the substructure for the bridge over I-75 and the proposed project will provide the additional lanes on the superstructure. The proposed project (Warren County) would widen Bethany Road from the existing two (2) lanes to five (5) lanes, two (2) through lanes in each direction with a center turn lane. Additional project enhancements may include a 5' wide sidewalk on one side of the road and a 10' wide asphalt bike lane / path on the opposite side of the road.

The proposed Bethany Road widening project will allow safe and efficient east-west movement between Butler and Warren Counties including indirect access to I-75, I-71 and SR 129 (Butler County Veterans Highway).

4. Cox Road extension from proposed terminus at southern edge of Green Crest Golf Course, north to Bethany Road. The proposed project will include curb, gutter and storm sewer with the potential enhancement of a 5' wide sidewalk on one side of the road and a 10' wide asphalt bike lane / path on the opposite side of the road.

The extension of Cox Road between Hamilton-Mason Road and Bethany Road will provide additional access to the Liberty Interchange, relieve traffic flow on Butler-Warren County Line Road and help foster commercial development in the Cox Road Corridor.

5. Mason Road (Warren County) from Butler-Warren County Line Road to Main Street. The proposed project will widen the road from the existing two (2) lanes to three (3) lanes, one (1) through lane in each direction with a center turn lane. The three lane section will include curb, gutter and storm sewer with the potential enhancements of a 5' wide sidewalk on one side of the road and a 10' wide asphalt bike lane / path on the opposite side of the road.

The Mason Road widening will provide improved east-west traffic circulation between Butler and Warren Counties. With the proposed Liberty Interchange project additional travel demand on Hamilton-Mason and Mason Roads are projected.

The proposed JEDD I infrastructure improvement projects will encourage a collaborative planning effort and the accommodation of public / private interests to achieve high quality development.

Identity

Liberty Township wishes to enhance its identity in the greater Cincinnati-Dayton Metroplex. In order to promote a sense of place and community, the following strategies

should be used to help identify Liberty Township in the commercial and office market in the JEDD I territory:

- Brand area for Office, Medical and Technological Development with limited and compatible service / retail uses
- Provide a refreshing brand of commercialism
- Development should be consistent with zoning
- Development should be harmonious and consistent with adjacent uses
- Signage should be kept to a minimum
- Provide aesthetic improvements in the areas of major entrance nodes to the JEDD
- Provide significant landscaping to break up large expanses of parking lots and open fields
- Develop a sense of place through consistent architectural and aesthetic details, including uniform lighting, signage, traffic signals and landscaping
- Expand biker / hiker trails and sidewalks to provide alternative forms of transportation, walkable communities and healthier lifestyles
- Control access management to reduce conflict points
- Encourage sustainable development
- Development should reflect campus-style patterns which take advantage of clustered buildings and large amounts of open / green space
- Market available properties and local workforce

The Economic Development of the JEDD I is a long-term process that will require a continuous and harmonious relationship with the JEDD I partners to achieve the goals, vision and identity of the corridor. This Economic Development plan will enable Liberty Township to focus on the “end product” of development and use these strategies when reviewing development proposals.

Contributions (Schedule (1), ORC 715.75 (C))

Township - The Township shall use a portion of the allocation of the income tax it receives to pay a portion of the costs of constructing the Liberty Interchange. 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 JEDD I.

The Township shall furthermore provide expanded public services to the JEDD I, 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. Participating in JEDD I revenues may enable Township expenditures in furtherance of improvements which are already planned (e.g., Liberty Interchange) and utilization of tax increment financing and inter-governmental agreements pertaining thereto also in furtherance of improvements.

Middletown - Middletown shall upon request of the JEDD I Board provide:

- 1) Engineering services to Township for road construction and improvements; and
- 2) Financial services to the Secretary for analysis of economic activity affecting the JEDD I.

The scope of services is limited to utilization of Middletown's available personnel. The services contemplated by this section are limited to review and analysis and this provision does not impose a duty upon Middletown to perform original engineering design or to undertake original financial studies and the like. Middletown has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

Mason - Mason shall provide for the improvement of Bethany and Mason Roads within the jurisdictional limits of Mason, and Mason shall provide for the construction and improvement of such roads in Mason it deems appropriate to provide an improved transportation network to benefit the JEDD I. Mason will also use its best efforts to enter into intergovernmental agreements with the County of Warren to construct or improve other roads within Warren County to provide an improved transportation network to benefit the JEDD I.

The improved transportation links from the JEDD I 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.

Income Tax Levied (Schedule (2) ORC 715.75 (C))

Income Tax - This contract grants the JEDD I Board of Directors power to adopt a resolution to levy an income tax within the entirety of JEDD I territory at the rate of one and one half (1-1/2%) percent [the initial rate] based on:

- A. income earned by persons working in the JEDD I to be collected via employee withholding from payroll; and
- B. net profits of businesses located in the JEDD I which may be prorated for businesses also having a location or locations outside of the JEDD I.

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 JEDD I; provided however, the amount set aside shall not exceed \$1000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of the JEDD I, the Board of Directors, with consent of the contracting parties, may increase or decrease the rate of taxation as the contracting parties may deem appropriate; provided however, the applicable rate of taxation shall not exceed the rate of the municipal income tax then levied by Middletown.

The contracting parties authorize the Board of Directors to enter into an agreement with Middletown to administer, collect, and enforce the income tax on behalf of the JEDD I.

The resolution levying the income tax may be generally consistent with the provisions of the City of Middletown Income Tax Ordinance No. 02004-28 thereafter codified as Chapter 890 (incorporated by reference), 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 Middletown Income Tax Ordinance, as it may be amended from time to time, which are not applicable to taxation within the JEDD I; provided however, the Board may not exceed the taxing authority permitted by the Middletown 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, the party requesting the audit shall bear the expense of audit, if applicable.

Middletown shall administer, collect, and enforce the income tax on behalf of the JEDD I. Middletown's Director of Finance shall serve as the Administrator of the income tax derived from the JEDD I 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 JEDD I account which shall not be mingled with revenue from other sources. Earnings on the JEDD I account and investments related thereto shall be added to the account. The Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the Middletown Income Tax Ordinance within the JEDD I. The Administrator is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the JEDD I in any way pertaining to the income taxation within the JEDD I.

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

In consideration of its services pertaining to income tax administration and collection, Middletown shall receive a service fee equal to five (5%) percent of gross income tax

revenues based upon receipts. The service fee includes reasonable costs of collection and litigation including for example, attorney fees, court costs, expert fees, court reporter fees, and so forth [collection costs]. The Administrator shall pay one (1%) percent 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 Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net tax revenue. Earnings achieved on any surplus escrow shall be added to the escrow fund.

The gross income tax revenue minus the aggregate Middletown's service fee and escrow payment is the net tax revenue as illustrated by the following formulas: Gross Income Tax Revenue - [(5% Service Fee) + (1% Escrow Payment)] = Net Revenue, or

Gross Income Revenue	
5% Service Fee	[]
1% Escrow Payment	[]
<i>Minus</i> Subtotal	[]
<i>Equals</i> Net Revenue =	

The net tax revenue is distributable and payable to the contracting parties pursuant to ¶ #19, Revenue Distribution.

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.

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

Revenue Distribution - Net tax revenue from the Liberty Township JEDD I shall be paid at least monthly according to the following formula:

Liberty Township	83 %
City of Middletown	2 %
City of Mason	<u>15 %</u>
	100 % Total

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 the amount allocated shall not exceed \$1,000.00 annually without consent of the contracting parties.

