

FAIRFIELD TOWNSHIP
RESOLUTION NO. 18-149

**RESOLUTION SETTING THE PROPOSED FAIRFIELD TOWNSHIP CITY OF FAIRFIELD
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT FOR PUBLIC HEARING
ON OCTOBER 24, 2018.**

WHEREAS: The City of Fairfield (the "City") and Fairfield Township (the "Township") are negotiating and considering entering into a Joint Economic Development District Contract relating to certain parcels as set forth in the exhibits to the proposed Joint Economic Development District Contract which is attached hereto as Exhibit 1; and

WHEREAS: This Joint Economic Development District Contract is being considered in accordance with Sections 715.72 to 715.81 of the Ohio Revised Code for the mutual benefit of the residents of Fairfield Township and the City of Fairfield; and

WHEREAS: The above described Sections of the Ohio Revised Code require that the proposed contract along with a description of the area to be included in the district, a map of the area to be included in the district, and an economic development plan for the district must be available for public inspection in the office of the Fiscal Officer of Fairfield Township for 30 days prior to the public hearing; and

WHEREAS: Said documents will be available in the Fiscal Office of Fairfield Township beginning September 20, 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby schedules a Public Hearing concerning the attached Joint Economic Development Contract for October 24, 2018, beginning at 6:30 p.m. to be held at the Fairfield Township Trustee chambers located at 6032 Morris Road, Hamilton, Ohio, 45011. The regular Board of Trustees meeting will immediately follow.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: September 19, 2018

Board of Trustees

Susan Berding: Susan Berding
Shannon Hartkemeyer: Shannon Hartkemeyer
Joe McAbee: Joe McAbee

Vote of Trustees

Yes
Yes
Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 19th day of Sept, 2018.

ATTEST:

Shelly Schultz
Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

L. E. Barbieri
Lawrence E. Barbieri, Township Law Director

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

CITY OF FAIRFIELD

(BUTLER COUNTY and HAMILTON COUNTY), OHIO

AND

FAIRFIELD TOWNSHIP (BUTLER COUNTY), OHIO

Dated as of

_____, 2018

JEDD 1



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JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This joint economic development district contract pursuant to Ohio Revised Code Section 715.72 (the "Contract") dated as of _____, 2018, is entered into by and between the City of Fairfield, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Fairfield Township (Butler County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio. Capitalized terms and words used, but not otherwise defined in this Contract, shall have the meanings assigned to them in Article I.

WITNESSETH:

WHEREAS, Fairfield Township is located in Butler County, Ohio and the City of Fairfield is located in Butler County and Hamilton County, Ohio and both are political subdivisions of the State of Ohio (the "State"); and

WHEREAS, Ohio Revised Code Section 715.72 authorizes a municipal corporation and a township to enter into a joint economic development district contract; and

WHEREAS, the Township and the City hereby create the Fairfield-Fairfield Township Joint Economic Development District – 1 (the "District") pursuant to Ohio Revised Code Section 715.72 (the "JEDD Statute"), to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the area of the Parties, and to create and provide for the operation of the District in accordance with the JEDD Statute for their mutual benefit and for the benefit of their residents and of the State; and

WHEREAS, the territory to be included in the District is composed of certain unincorporated lands located in the Township consisting of approximately 23.359 acres currently owned by Duke, as depicted in Exhibit B and more particularly described in Exhibit A, both of which Exhibits are attached to the Contract and incorporated herein by reference (the "District"); and

WHEREAS, the Parties may, upon subsequent agreement, and pursuant to Ohio Revised Code Section 715.72(L), amend this Contract to expand the District to include all or one or more portions of the approximately 193 acres described in Exhibit C, and depicted in Exhibit B (the "Expanded Project Site") or any other parcel(s); and

WHEREAS, the territory to be included in the District is zoned in a manner appropriate to the function of the District; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(I), each of the Parties, before the adoption of a resolution or ordinance approving this Contract: (1) held a public hearing concerning the Contract and District, which hearing took place on _____, 2018 for the Township and _____, 2018 for the City; (2) provided at least thirty (30) days public notice of the time and place of the public hearing in a newspaper of general circulation; and (3) during that thirty-day period, made all of the required documents available for public inspection at the appropriate public office (with such documents including (i) a copy of the Contract, (ii) the economic development plan, (iii) schedule for the provision of new, expanded, or additional services, facilities or improvements, (iv) description of the area(s) included in the District, including a map in sufficient detail to denote the specific boundaries, indicate any zoning restrictions applicable, and identify the parcel numbers within the boundaries of the District, and (v) a schedule for the collection of income tax within the District); and

WHEREAS, pursuant to Ohio Revised Code Section 715.72(J), the Parties, also before the adoption of a resolution or ordinance approving this Contract, circulated petitions to the record owners of real property located within the proposed District and the owners of businesses operating within the proposed District (the "Petition"), providing all required notices, and obtaining from each such owner, and therefore a majority, a signature on the Petition evidencing the owner's consent to the proposed joint economic development district (with a copy of all signed Petitions attached hereto as Exhibit D); and

WHEREAS, upon completion of the steps set forth above, the legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____ passed by the City Council on _____, 2018, and Resolution No. _____ adopted unanimously by the Township Trustees on _____, 2018.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the City and the Township agree and bind themselves, their agents, employees, and successors as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I DEFINITIONS

Section 1.1 Definitions. In addition to any words and terms defined elsewhere in this Contract, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the board of directors of the JEDD established in accordance with Revised Code Section 715.72 and this Contract.

“Board Improvement Account” means the account established by the JEDD board of directors to receive a portion of the Net Revenues and be used in accordance with Section 3.3 of this Contract.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a temporary or permanent location in the District.

“City” means the City of Fairfield, Ohio.

“Contract” means this joint economic development district contract by and between the City and the Township.

“District” means the Fairfield-Fairfield Township Joint Economic Development District – I created pursuant to Ohio Revised Code Section 715.72 and this Contract and includes all the real property described and depicted in Exhibits A and B to this Contract.

“Duke” means Duke Realty Ohio, a general partnership, with offices at 600 East 96th Street, Suite 100, Indianapolis, IN 46240.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“JEDD” means a joint economic development district created pursuant to Ohio Revised Code Section 715.72.

“JEDD Fund” means the fund account that the receipts of the JEDD Income Tax shall be deposited to and from where the disbursements shall be made.

“JEDD Income” means (i) the income earned by persons employed within or residing within the District and (ii) the net profits, if any, of a Business.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

"JEDD Income Tax Agreement" means that agreement to be entered into by and between the Board and the City providing for the City to (i) assist the Board with the drafting of rules and regulations for the administration, collection and enforcement of the JEDD Income Tax on behalf of the District, (ii) collect and distribute the proceeds of the JEDD Income Tax in accordance with the provisions of this Contract and (iii) act as the fiscal agent of the JEDD and the Board.

"Net Revenues" means Gross Revenues less the amounts paid under Section 4.2.1. hereof.

"Quarter" means the standard calendar quarters (January to March, April to June, July to September, and October to December).

"Parties" or "Party" means and refers to the contracting parties, Fairfield Township and the City of Fairfield.

"State" means the State of Ohio.

"Township" means Fairfield Township (Butler County), Ohio.

Section 1.2 Interpretations. Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties and responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, an ordinance of the City, a resolution of the Township or any statute of the United States of America, includes that section, provision, chapter, ordinance, resolution or statute as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section, provision, chapter, ordinance, resolution or statute constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 Creation, Name and Territory. The City and the Township, by their combined action evidenced by the signing of this Contract and pursuant to Ohio Revised Code Section 715.72, hereby create a joint economic development district ("JEDD") in accordance with the terms and provisions of this Contract. The JEDD created pursuant to this Contract shall be known as the "Fairfield - Fairfield Township Joint Economic Development District - 1." The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

The territorial boundaries of the District are described in Exhibit "A" and depicted in Exhibit "B," which attached to and made part of this Contract. The District is located entirely within the boundaries of the Township in Butler County and does not include any "parcel of land" (as defined in Section 715.72(E)(1)(c) of the Revised Code) that is owned in fee by or leased to a municipal corporation or township. Furthermore, in accordance with Section 715.72(E)(1)(b) of the Revised Code, no electors reside within the District.

Section 2.2 Contracting Parties. The contracting parties to this Contract are the City of Fairfield, a municipal corporation existing and operating under the constitution and laws of the State, and Fairfield Township, Butler County, a township existing and operating under the laws of the State, and their respective successors in all or in part. The contracting parties, as that term is defined and used in Section 715.72 of the Revised Code, are referred to herein as the Parties.

Section 2.3 Purpose. The City and the Township intend that the creation and operation of the District shall be, and it is the purpose of the District to, facilitate commercial and economic development, to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

The Parties further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively

positioning the District to attract jobs and economic growth that will benefit the Parties. The Parties also acknowledge that the Township is employing tax increment financing to support the construction of a new, state-of-the-art industrial park in the Township anticipated to contain approximately One Million Seven Hundred Thousand square feet (1,700,000 ft²) to Two Million square feet (2,000,000 ft²) of warehouse, distribution center and/or light manufacturing buildings (the "Project") on all or a portion of the site consisting of approximately one hundred ninety-three (193) acres, situated on portions of Parcel Nos. A0300007000003, A0300007000013, A0300007000023, A0300007000028, A0300007000029 and A0300007000030 and comprising the Expanded Project Site (see Exhibit C). The Parties understand that this tax increment financing structure will, among other things, provide for certain payments to the Fairfield City School District, and support public infrastructure investments, including improvements to certain public roads to support the Project. The City consents to this tax increment financing structure.

Section 2.4 Addition of Areas to the District. This Contract, including Exhibits A and B hereto, may be amended from time to time in accordance with the JEDD Statute to add certain property within the Township to the District. The Parties specifically anticipate adding property from Expanded Project Site to the District once that property is acquired by Duke, or its successor in interest, to support the Project. Each of the Parties agrees to cooperate with the other to amend this Contract to add other areas to the District whenever the Parties so agree in the future.

Section 2.5 Contributions. In accordance with Section 715.72(F)(1) of the Revised Code, the Parties each agree to contribute to the development and operation of the District as follows:

2.5.1 **Water Service.** The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive water services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.2 Sewer and Sanitation Services. The Parties anticipate that all qualified customers located within the JEDD District shall be able to connect to and receive sewer and sanitation services from Butler County provided by the Butler County Water and Sewer Department pursuant to its ordinary and customary practices.

2.5.3 Electric and Gas Services. The Parties anticipate that all qualified customers located within the District will be able to receive access to electric and gas utility services through Duke Energy.

2.5.4 Public Safety Services. For the term of this Contract, Fairfield Township shall except as otherwise specified in this Contract, provide services within the District.

2.5.5 Other Services. The Township and the City may, at their discretion, provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. In addition, the Township and City agree to assist in the marketing of available properties in the District to prospective commercial or industrial enterprises to a level acceptable to the Township and the City. In addition, the Board may contract for such services with either or both of the Parties on such terms as the Board and the respective Party may agree. However, the District may not enter into a contract with one of the Parties without the consent of the other Party. The Township will provide secretarial and administrative services for the District. Further, the Parties may, but are not required to, make other financial contributions to the District. The Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so unless otherwise specified in a different agreement.

2.5.6 Public Records. The Township shall hold all records or documents of the District for safe keeping. The Township shall maintain those records and documents as public records of the Township, City and the District as applicable and shall provide copies of those records and documents to the Parties in accordance with the public records law of the State.

2.5.7 Formation of District. The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township and the District relating to the formation of the District, including but not limited to, this Contract, instruments describing the District boundaries, notices, forms of City, Township, and District legislation. Any costs incurred and paid by the City and Township in preparing such documents or otherwise incurred by the City and Township in assisting in the establishment of the District, including the defense of any litigation challenging the District, shall be shared equally between the City and Township, not including expenses for existing personnel and officials of either Party, which shall be paid by each Party respectively.

2.5.8 Subcontracting. To the extent otherwise permitted by law, the City and Township may each fulfill any of their separate or joint obligations under this Contract by contracting with or delegating to a third-party, including both public and private entities

Section 2.6 Economic Development Plan. Pursuant Ohio Revised Code Section 715.72(F)(3), the Parties have developed an economic development plan for the District (attached hereto as Exhibit E) that consists of a schedule for the provision of new, expanded, or additional services, facilities, or improvements.

(End of Article II)

ARTICLE III THE BOARD

Section 3.1 Board of Directors. Pursuant Ohio Revised Code Section 715.72(P), a Board of Directors is established to govern the District. The Board shall consist of five members, one member representing the City to serve a term of one year (Board Member No. 1), one member representing the Township to serve a term of two years (Board Member No. 2), one member representing the owners of businesses operating within the District to serve a term of three years (Board Member No. 3), one member representing the persons employed within the District to serve a term of four years (Board Member No. 4), and one member selected by the other members to serve a term of four years as chairperson of the Board (Board Member No. 5). After service of an initial term, terms for each member shall be for four years. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

Each of the Board Members identified in this Section 3.1 shall be selected as follows: (1) Board Member No. 1 shall be appointed by a majority vote of the Fairfield City Council; (2) Board Member No. 2 shall be appointed by majority vote of the Board of Township Trustees of Fairfield Township; (3) Board Member No. 3 shall be selected by Duke or its successor; (4) Board Member No. 4 shall be selected by Duke, or its successor; (5) Board Member No. 5 shall be selected by a majority vote of the other Board Members. If there are no businesses located or persons working within the District, the District Board's number of members shall be reduced to three (3) members in accordance with Ohio Revised Code Section 715.72(P)(2).

Section 3.2 Officers and Compensation. The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Chair, a Vice-Chair, a Secretary and a Treasurer. The offices of Secretary and Treasurer may be combined into a single office. These officers shall be elected on a rotating basis, with one officer from each Party to this Contract holding office at any given

time. The Officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 3.3 Powers, Duties, Functions. Pursuant to Section 715.72(F)(4) of the Revised Code, this Contract sets forth the specific powers, duties and functions of the Board and enumerates the rules that govern it. The Board shall meet at least once each calendar year on a date determined by the Board. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Butler County or Hamilton County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of a majority of the members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of the members present and constituting a quorum of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by the JEDD Statute.

The Board shall adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. The by-laws may be amended or supplemented from time to time by the Board.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of the members of the Board may also call a special meeting by providing the same notice.

The Vice-Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the JEDD Income Tax Agreement (as defined in Article IV hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. A member of the Board may be removed by the appointing party for "cause", which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; willfully performing any act forbidden by law with respect to his or her office; failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal from the Board and the reasons for the Board member being removed. In the event of such removal, the appointing entity may not re-appoint the same person who has been so removed.

The Board shall adopt an annual budget for the District. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Article IV hereof. The Board shall provide a copy of the annual budget to the Parties promptly after its adoption.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract. The Board, on behalf of the District, may:

- (1) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- (2) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;
- (3) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township and the State;
- (4) make and enter into all contracts and agreements and authorize one or more members to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- (5) retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof which shall be payable from any available funds of the District;
- (6) purchase insurance for liability for protection of the District and its Board, Officers and any other insurance that the Board may determine to be reasonably necessary.

This Contract grants and requires to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5) of the Revised Code and Article IV hereof. Any subsequent amendment to modify the income tax shall require the authorization from the City Council of Fairfield and the Fairfield Township Board of Trustees.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

(End of Article III)

ARTICLE IV
JEDD INCOME TAX

Section 4.1 JEDD Income Tax Agreement. The Board at its first meeting, in accordance with Section 715.72(F)(5) of the Revised Code, shall adopt a resolution to levy an income tax in the District at a rate not to exceed one and one-half percent (1½%). The income tax shall go into effect immediately upon adoption of the resolution. The income tax shall be based on both the income earned by persons employed or residing within the District and the net profit of businesses operating within the District (collectively, the "JEDD Income"). The income tax rate on JEDD Income shall remain at or below one and one-half percent (1½%) and shall not change to equal the highest rate of the income tax levied by the City, or some other rate in excess of one and one-half percent (1½%). The revenues of that income tax shall be used for the purposes of the District and the Parties pursuant to this Contract.

The Board shall adopt, by resolution, for the District's income tax all the provisions (other than for the names of parties and the allocation of funds) of the City's income tax legislation, as it may be amended from time to time, including regulations. The income tax levied by the Board pursuant to this Contract and Section 715.72 of the Revised Code shall apply in the entire District throughout the term of this Contract.

In accordance with Section 715.72 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "JEDD Income Tax Agreement"). The JEDD Income Tax Agreement shall provide that the Finance Director of the City shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The JEDD Income Tax Agreement shall provide that such services are provided for a service fee equal to five (5%) percent of gross income tax revenues collected for that period.

The Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing, income tax collection, and enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper

to carry out the purposes of this Contract and duties of the Board. The Administrator is also given the authority to grant refunds and compromise claims for tax, penalties and interest. The Administrator may also issue subpoenas and bring suit in the name of the District in any assessment or enforcement action.

The City shall establish the JEDD Fund into which the Administrator shall deposit the Gross Revenue. The Administrator shall deposit the Gross Revenue into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Section 4.2 Disbursements. Within thirty (30) days after the end of each month, the Administrator shall, without the need for further action of the Board, perform the duties and functions set forth in this Section.

4.2.1. Payments from Gross Revenue. From Gross Revenue, the Administrator shall make the following payments in order of priority:

- (a) Reimburse each Party for any cost that Party incurred to establish the District, until paid in full;
- (b) Pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the District for that year in accordance with the budget and appropriation resolution (as amended from time to time) of the Board, and for the long term maintenance of the District (collectively, the "Administrative Expenses"), provided, however, that this payment may not exceed five percent (5%) of the Gross Revenue, or Five Thousand Dollars (\$5,000) per annum, whichever amount is less. Annually, the JEDD Board shall distribute the remaining income tax revenues to the Parties based on the net revenue percentages set forth below; and

- (c) Pay the City an amount not to exceed five (5%) percent of the Gross Revenue to pay the City's expenses to administer the JEDD Income Tax.
- (d) Place two (2%) percent of the gross income tax revenue into an escrow fund. 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 Parties according to their net revenue percentages set forth below to satisfy the deficiency. Annually, any escrow surplus shall be distributed to the Parties based on the net revenue percentages set forth below. Earnings achieved on any surplus escrow shall be added to the escrow fund.

4.2.2. Payments from Net Revenue. From Net Revenue, the Administrator shall within 30 days after each Quarter pay: (a) twenty-five percent (25%) of the Net Revenue to the City; and (b) seventy-five (75%) of the Net Revenue to the Township.

Section 4.3 Accounting. The Administrator shall provide an accounting to the Board and Township of the receipts and disbursements of the proceeds of the JEDD Income Tax monthly, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due to the Board, the City or the Township is a negative amount, then that negative amount shall be set off against the next amount credited to be paid.

Section 4.4 Provisions. The income tax revenues may be used in part by the District, the Township and City for carrying out the economic development plan of the District and may also be used by the District, the Township, and the City to encourage and promote economic development in the District and/or in the Township and/or in the City, including, but not limited to, maintaining and improving the infrastructure facilities of the District and the Parties (including paying debt charges related thereto), providing safety and health services within the District and within the territory of the Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District

and the Parties, including attorneys' fees, and generally improving the environment for those working in the District and in the territory of the Parties, and for all other purposes of the Parties as permitted by law.

(End of Article IV)

ARTICLE V

TERM OF CONTRACT

Pursuant to Section 715.72(M)(3) of the Revised Code, this Contract is not effective before the thirty-first day after its approval.

The initial term of this Contract shall commence the thirty-first day after its approval (which is the first date on which the City and the Township have lawfully executed this Contract) and shall terminate on December 31, 2068 (the "Initial Term"). This Contract shall be extended by either Party for up to four successive 25-year terms (each, an "Extended Term"), if one Party delivers written notice of the extension to the other Party at least ninety (90) days prior to the expiration of current term (*i.e.*, the Initial Term, or any Extended Term, as applicable). This Contract and its provisions for the Initial Term and the Extended Terms recognize that the accrual of the benefits to the Parties from this Contract may take decades and that the anticipated improvements to the District to support the Project may take years to complete.

This Contract may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Parties that terminate this Contract must occur and be effective within a period of ninety (90) days of each other.

Notwithstanding Article VI and Section 6.13 hereof, this Contract may also be terminated by either Party:

- (i) if it is determined at any time, for any reason, that joint economic development district contracts, including this Contract, cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction;
- (ii) if it is determined at any time, for any reason, that the income tax provided for in Article IV hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract; or
- (iii) If it is determined at any time, for any reason, that any payments to the City or Township set forth in Article IV are not legal, valid or enforceable.

A Party's determination to so terminate this Contract shall be evidenced by a written notice of such termination approved and dated by resolution of its legislative authority. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option, neither the City nor the Township shall have any further obligation under this Contract after the date of termination.

Upon termination of this Contract, any property, assets or obligations of the District shall be divided equally between the City and the Township, provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the Township, and maintained by the Township in accordance with its public records policy.

This Contract shall continue in existence throughout its terms and shall be binding on the Parties and on any entities succeeding the Parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation other than the City of Fairfield by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Article IV hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Township and the City, shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation, except as otherwise specifically provided in Article VI, Section 6.4 with regard to the annexation of expanded Seward Road right-of-way into the City.

(End of Article V)

ARTICLE VI
MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Contract is the entire agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township and only in writing approved by the legislative authorities of each Party by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of ninety (90) days of each other.

Section 6.4 Annexation. So long as this Contract is in effect, any annexation, merger or consolidation to the City of unincorporated territory within the Township is prohibited in accordance with Section 715.72(R) of the Revised Code, unless the prior formal consent and approval of the Fairfield Township Board of Trustees is given, excepting only the following specific areas which may be annexed under the following described terms and conditions:

- A. Those lands within Town 1, Range 2 of Fairfield Township consisting of 21.4 +/- acres situated along River Road and referred to as the Groh property (depicted as "Tract

1" in Exhibit F-1 which is attached and incorporated herein) and the area of the right-of-way for the widening of Seward Road (as depicted in Exhibit F-2, which is attached and incorporated herein) [collectively the Groh and Seward Areas]. The Groh and Seward Areas, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The written consent or approval of at least a majority of the owners of the real property located within the territory sought to be annexed, irrespective of whether such majority of owners also owns a majority of the total land area sought to be annexed.

B. Those lands within Town 1, Range 2 of Fairfield Township consisting of 381.0 +/- acres situated to the east and/or south of the Great Miami River (depicted as "Tract 2" in Exhibit F-1). The Tract 2 Area, or any part thereof, may be annexed to the City of Fairfield subject to the following conditions precedent:

a. The City of Fairfield is an owner of the real property to be annexed.

b. If any of the Tract 2 Area is annexed to the City of Fairfield, the City of Fairfield agrees to collect and distribute to Fairfield Township 50% of all City income tax collected in excess of \$50,000 per annum from taxpayers within the annexed Tract 2 Area during the term of the Agreement.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by one or more third parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Approval of Tax Exemptions. The Parties hereby consent, pursuant to Ohio Revised Code Section 715.72(U), to any tax exemption granted by a political subdivision under Ohio Revised Code Chapter 1728 or Ohio Revised Code Sections 3735.67, 5709.62, 5709.63 or 5709.632 on any property located within the District.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended to, or shall, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of

which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law and Mediation. This Contract shall be governed exclusively by and construed in accordance with the laws of this State, and in particular, the JEDD Statute. In the event that the JEDD Statute is amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Parties shall be bound by the provisions of the JEDD Statute existing on the date of this Contract unless both Parties agree to be bound by said amendment or supplement, to the extent permitted by law.

The City and the Township agree that all disputes, claims, or controversies arising from or relating to this Contract or the relationship of the Parties which result or arise from this Contract, or the validity of this mediating clause or of the entire Contract shall be resolved by mediation by a panel of three mediators. The City shall select one mediator, the Township shall select one mediator and the two mediators so selected shall select a third mediator. Said third mediator selected by the first two mediators shall be the chairman of the mediation panel. The Parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve their disputes through mediation. The Parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort and property disputes, are subject to mediation in accord with this section.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity unless such insurance is purchased by the JEDD Board.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Township Administrator, and (iii) the Board, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Fairfield, 5350 Pleasant Avenue, Fairfield, OH 45014, Attention: City Manager, (ii) Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Fairfield-Fairfield Township Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Party in default shall have sixty (60) days after receiving written notice from the other Party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting Party may refer the dispute to mediation as set forth in Section 6.10 of this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No City ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the JEDD Income Tax contemplated herein, provided, however, that if the Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

Section 6.17 Previous Agreements Are Superseded. The Township and City entered into an agreement named "Fairfield Township and City Joint Economic Development District 1 Contract" on April 6, 2010, and an agreement named "Fairfield Township and City of Fairfield Annexation Agreement" on April 6, 2010. Upon full execution, this Contract supersedes those earlier agreements, and those earlier agreements and all obligations therein are void.

Section 6.18 City to Provide Safety Services to Excepted Area. The City agrees to provide first responder safety services (Fire, EMS, and Police) to the Excepted Area defined in Section 6.4 above at no cost to the Township during the Initial Term or any Extended Term of the Agreement. These services will be provided on a mutual aid basis and the Parties will execute an appropriate mutual aid agreement to document the provision of such services by the City.

(End of Article VI)

**IN WITNESS THEREOF, FAIRFIELD TOWNSHIP AND THE CITY OF FAIRFIELD
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN HEREIN:**

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES

By: Julie Vonderhaar, Township Administrator

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

Lawrence Barbieri, Esq.
Township Law Director

CITY OF FAIRFIELD

By: Mark T. Wendling, City Manager

Date: _____

Ordinance No. _____

APPROVED AS TO CONTENT:

Greg Kathman, Development Services Director

APPROVED AS TO FORM:

John Clemmons, Esq.
City Law Director

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Fairfield Township, Butler County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Shelly Schultz

Fairfield Township Fiscal Officer

The undersigned Finance Director of the City of Fairfield, Butler and Hamilton Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Scott Timmer

Fairfield City Interim Finance Director

EXHIBIT A

LEGAL DESCRIPTION OF THE DISTRICT

See Attached Description for Property on Parcel No. A0300007000030



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone 513.779.7851
fax 513.779.7852
www.kleingers.com

LEGAL DESCRIPTION
23.359 ACRES

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 86 as conveyed to the Miller Farm Enterprises, LLC. in O.R. 7118 Pg. 1237 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Miller Run Section One as recorded in PE 2384 Pages A-C;

Thence S84°41'59"W, a distance of 201.32 feet;

Thence S05°18'01"E, a distance of 320.77 feet;

Thence S84°41'59"W, a distance of 380.82 feet to a point in the centerline of Seward Road;

Thence with said centerline, S04°57'24"W, a distance of 40.65 feet to the Real Point of Beginning of this description;

Thence N84°41'59"E, passing a 5/8" iron pin found at 30.49 feet, for a total distance of 1228.19 feet, to a 5/8" iron pin found in the west line of a 79.051 acre (deed) tract conveyed to Khosrow P. Mohammadi and Zahra Heidari in O.R. 8174 Pg. 1541;

Thence along said west line, S04°39'40"W a distance of 949.38 feet to a 5/8" iron pin set;

Thence along a new division line, N85°02'36"W, passing a 5/8" iron pin set in the east right of way line of Seward Road at a distance of 1183.46 feet, for a total distance of 1213.46 feet to a point in the centerline of Seward Road;

Thence along said centerline; N04°57'24"E a distance of 730.67 feet to the point of beginning.

Containing 23.359 acres, more or less and being subject to easements, restrictions and rights of way of record

Bearings are based on Miller's Run Section One as recorded in P.E. 2384 Pages A-C.

The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

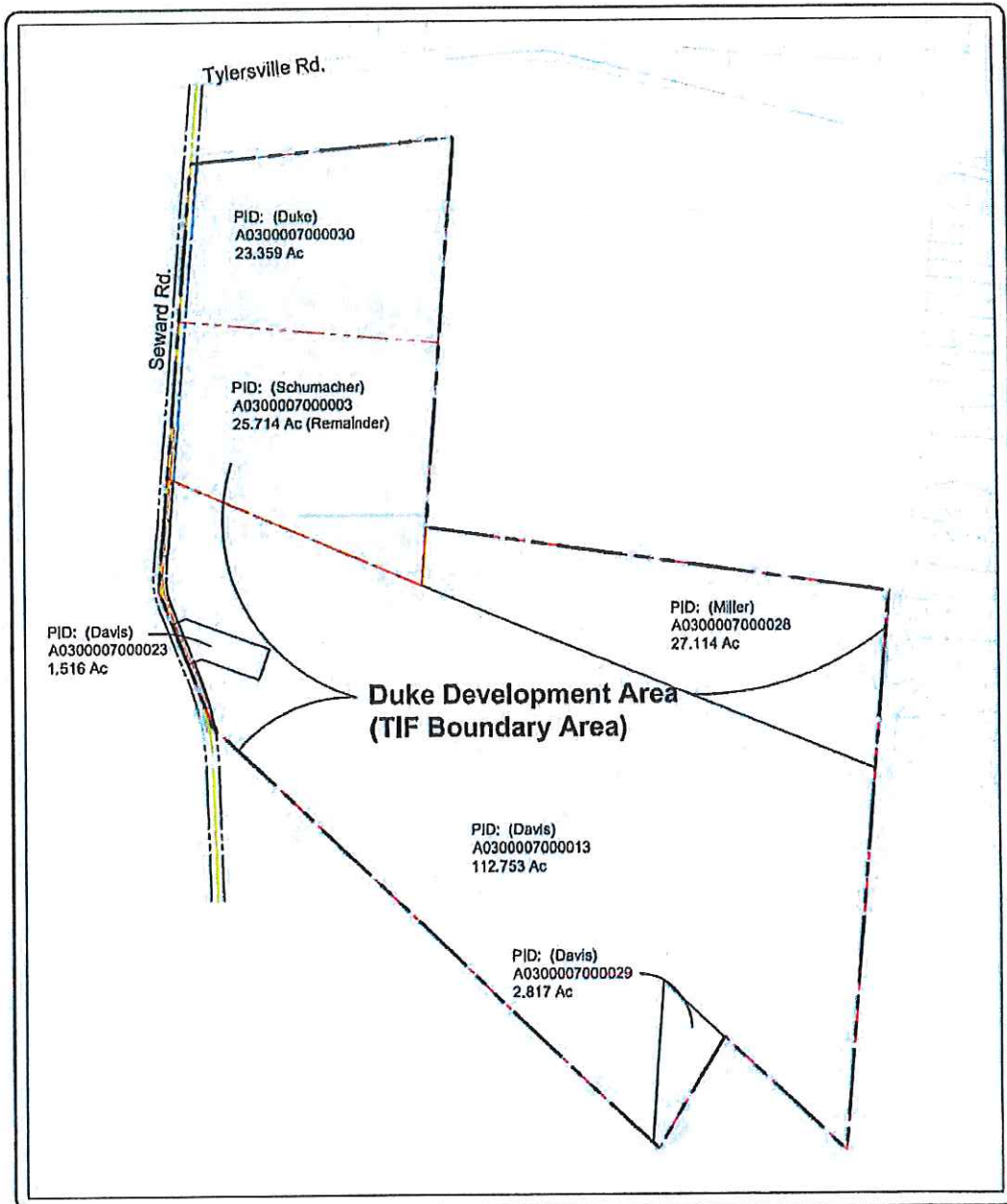
Randy C. Wolfe
Ohio Professional Surveyor #8033

Date

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

EXHIBIT B

DEPICTION OF THE DISTRICT AND EXPANDED PROJECT SITE



Scale: 1" = 600'
Date: 2/2/18



EXHIBIT A-1
Duke Realty Development
Seward Rd.
Falmouth Twp. Ohio



EXHIBIT C

LEGAL DESCRIPTION OF THE EXPANDED PROJECT SITE

See Attached Descriptions for Expanded Project Site on Parcel Numbers:

A0300007000003
A0300007000013
A0300007000023
A0300007000028
A0300007000029
A0300007000030



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LEGAL DESCRIPTION
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Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 86 as conveyed to the Miller Farm Enterprises, LLC. in O.R. 7118 Pg. 1237 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Miller Run Section One as recorded in PE 2384 Pages A-C;

Thence S84°41'59"W, a distance of 201.32 feet;

Thence S05°18'01"E, a distance of 320.77 feet;

Thence S84°41'59"W, a distance of 380.82 feet to a point in the centerline of Seward Road;

Thence with said centerline, S04°57'24"W, a distance of 40.65 feet to the Real Point of Beginning of this description;

Thence N84°41'59"E, passing a 5/8" iron pin found at 30.49 feet, for a total distance of 1228.19 feet, to a 5/8" iron pin found in the west line of a 79.051 acre (deed) tract conveyed to Khosrow P. Mohammadi and Zahra Heidari in O.R. 8174 Pg. 1541;

Thence along said west line, S04°39'40"W a distance of 949.38 feet to a 5/8" iron pin set;

Thence along a new division line, N85°02'36"W, passing a 5/8" iron pin set in the east right of way line of Seward Road at a distance of 1183.46 feet, for a total distance of 1213.46 feet to a point in the centerline of Seward Road;

Thence along said centerline; N04°57'24"E a distance of 730.67 feet to the point of beginning.

Containing 23.359 acres, more or less and being subject to easements, restrictions and rights of way of record

Bearings are based on Miller's Run Section One as recorded in P.E. 2384 Pages A-C.

The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Randy C. Wolfe
Ohio Professional Surveyor #8033

Date

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES



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LEGAL DESCRIPTION
25.714 ACRES

Situated in Section 17, Town 2, Range 2, BTM, Fairfield Township, Butler County, Ohio and being part of Lot 86 as conveyed to the Miller Farm Enterprises, LLC. in O.R. 7118 Pg. 1237 of the Butler County Ohio, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at the southeast corner of Miller Run Section One as recorded in PE 2384 Pages A-C;

Thence S84°41'59"W, a distance of 201.32 feet;

Thence S05°18'01"E, a distance of 320.77 feet;

Thence S84°41'59"W, a distance of 380.82 feet to a point in the centerline of Seward Road;

Thence with said centerline, S04°57'24"W, a distance of 771.32 feet to the Real Point of Beginning of this description;

Thence S85°02'36"E, passing a 5/8" iron pin found at 30.00 feet, for a total distance of 1213.46 feet, to a 5/8" iron pin found in the west line of a 79.051 acre (deed) tract conveyed to Khosrow P. Mohammadi and Zahra Heidari in O.R. 8174 Pg. 1541;

Thence along said west line, S04°39'40"W a distance of 1120.22 feet to a concrete monument found in the north line of a tract of land conveyed to Norbert A Davis in O.R. 8175 Pg. 309;

Thence with said north line, N66°58'33"W, passing a 5/8" iron pin set in the east right of way line of Seward Road at a distance of 1222.48 feet, for a total distance of 1282.48 feet to a point in the centerline of Seward Road;

Thence along said centerline; N04°57'24"E a distance of 722.47 feet to the point of beginning.

Containing 25.714 acres, more or less and being subject to easements, restrictions and rights of way of record Bearings are based on Miller's Run Section One as recorded in P.E. 2384 Pages A-C.

The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033.

Randy C. Wolfe
Ohio Professional Surveyor #8033

Date

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April 21, 2017

LEGAL DESCRIPTION 1.516 ACRES

Situated in Section 17, Town 2, Range 2, B.T.M., Fairfield Township, Butler County, Ohio being all of Lot 88 conveyed to Norbert A. Davis in O.R. 7005 Pg. 121 the boundary of which being more particularly described as follows:

Commencing at the northeast corner of Section 17;

Thence along the east line of Section 17, S04°47'11"W a distance of 2670.74 feet to a stone found;

Thence S04°49'21"W a distance of 1239.53 feet to a stone found;

Thence N47°04'44"W a distance of 764.44 feet to a 5/8" iron pin set;

Thence S31°09'38"W passing a 5/8" iron pin set at a distance of 530.48 feet, for a total distance of 595.48 feet;

Thence N46°43'56"W a distance of 2841.38 feet to a 1/2" iron pin found;

Thence N01°52'46"W a distance of 17.03 feet to a 5/8" iron pin set;

N21°51'41"W a distance of 285.00 feet to a mag nail set at the Point of Beginning.

Thence along the east line of Lot 7324, N21°51'41"W a distance of 200.00 feet to a mag nail set;

Thence along the lines of said lot 89 as conveyed to Norbert A. Davis in O.R. 8175 Page 309 the following five (5) courses:

1. N68°08'19"E a distance of 68.88 feet to a 5/8" iron pin set;
2. S69°55'26"E a distance of 415.83 feet to a 5/8" iron pin set;
3. S20°04'34"W a distance of 150.00 feet to a 5/8" iron pin set;

THE
KLEINGERS
GROUP



4. N69°55'26"W a distance of 283.53 feet to a 5/8" iron pin set;
5. S68°08'19"W a distance of 67.05 feet to the Point of Beginning;

Containing 1.516 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on the south line of Lot 86 being S66°58'33"E per S.R. 50-103 of the Butler County Engineers Record of Land Surveys.



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April 21, 2017

LEGAL DESCRIPTION
2.817 ACRES

Situated in Section 17, Town 2, Range 2, B.T.M., Fairfield Township, Butler County, Ohio being part of Lot 90 as conveyed to Norbert A. and Ruth M. Davis, Co-Trustees in O.R. 8858 Pg. 1706 the boundary of which being more particularly described as follows:

Commencing at the northeast corner of Section 17;

Thence along the east line of Section 17, S04°47'11"W a distance of 2670.74 feet to a stone found;

Thence along the west line of said 103.50 acre tract, S04°49'21"W a distance of 1239.53 feet to a stone found at the northeast corner of a 29.288 acre (deed) tract as conveyed to Erin and Michael Garber in O.R. 8858 pg. 1703;

Thence N47°04'44"W a distance of 764.44 feet to a 5/8" iron pin set at the northwest corner of a 29.288 acre tract conveyed to Erin and Michael Garber in O.R. 8858 Page 1703, said point being the Point of Beginning;

Thence along the west line of said 29.288 acre tract, S31°09'38"W passing a 5/8" iron pin set at a distance of 530.48 feet, for a total distance of 595.48 feet to a point in the north line of a 14.481 acre tract of land conveyed to Robert M. and Judith A. Burkett in O.R. 7066 Pg. 1434;

Thence along the north line of said 14.481 acre tract, N46°43'56"W a distance of 38.62 feet;

Thence along the east line of Lot 89 as conveyed to Norbert A. Davis in O.R. 8175 Pg. 309, N04°18'44"E passing a 5/8" iron pin set at a distance of 65.00 feet for a total distance of 745.75 feet to a 5/8" iron pin found;



Thence continuing, S47°04'44"E a distance of 382.59 feet to the Point of Beginning;

Containing 2.817 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on the south line of Lot 86 being S66°58'33"E per S.R. 50-103 of the Butler County Engineers Record of Land Surveys.



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April 21, 2017

LEGAL DESCRIPTION 27.114 ACRES

Situated in Section 17, Town 2, Range 2, B.T.M., Fairfield Township, Butler County, Ohio being part of Lot 87 and all of a 27.115 acre tract of land conveyed to Raymond W. and Dianne M. Miller in O.R. 8169 Pg. 1393 the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin set at the southeast corner of a 79.051 acre tract of land conveyed to Khosrow P. Mohammadi and Zahra Heidari in O.R. 8174 Pg. 1541, said point being S04°47'11"W a distance of 1341.31 feet from the northeast corner of Section 17;

Thence along the east line of Section 17 and the west line of Lot 519 of the Villages of Providence, Section 3, as recorded in P.E. 3721 A-G, S04°47'11"W a distance of 820.10 feet to a 5/8" iron pin found at the northeast corner of a Lot 89 as conveyed to Norbert A. Davis in O.R. 8175 Pg. 309;

Thence along the north line of said Lot 89, N67°54'24"W a distance of 2269.44 feet to a concrete monument found at the southeast corner of Lot 86 as conveyed to Miller Farm Enterprises, LLC in O.R. 7118 Pg. 1237;

Thence along the east line of said Lot 86, N04°39'40"E a distance of 270.10 feet to a 5/8" iron pin set at the southeast corner of the aforesaid 79.051 acre tract;

Thence along the south line of said 79.051 acre tract, S81°54'34"E a distance of 2170.88 feet to the Point of Beginning;

Containing 27.114 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on the south line of Lot 86 being S66°58'33"E per S.R. 50-103 of the Butler County Engineers Record of Land Surveys.



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April 21, 2017

LEGAL DESCRIPTION 112.753 ACRES

Situated in Section 17, Town 2, Range 2, B.T.M., Fairfield Township, Butler County, Ohio being all of Lot 89 as conveyed to Norbert A. Davis in O.R. 8175 Pg. 309 the boundary of which being more particularly described as follows:

Beginning at a 5/8" iron pin found at the southeast corner of a 27.115 acre (deed) tract of land conveyed to Raymond W. and Dianne M. Miller in O.R. 8169 Pg. 1393, said point being S04°47'11"W a distance of 2161.41 feet from the northeast corner of Section 17;

Thence along the east line of Section 17 and the west line of Lot 519 of the Villages of Providence, Section 3, as recorded in P.E. 3721 A-G, S04°47'11"W a distance of 509.33 feet to a stone found at the northwest corner of a 103.50 acre tract of land conveyed to EDZ Investments, LLC in O.R. 8345 Pg. 2150;

Thence along the west line of said 103.50 acre tract, S04°49'21"W a distance of 1239.53 feet to a stone found at the northeast corner of Lot 90 as conveyed to Erin and Michael Garber in O.R. 8858 pg. 1703;

Thence along the north line of said Lot 90, N47°04'44"W a distance of 1147.03 feet to a 5/8" iron pin set at the northwest corner of a 2.8149 acre tract of land conveyed to Norbert A. and Ruth M. Davis, Co-Trustees in O.R. 8858 Pg. 1706;

Thence along the west line of said 2.8149 acre S04°18'44"W passing a 5/8" iron pin set at a distance of 680.75 feet, for a total distance of 745.75 feet to a point in the north line of a 14.481 acre tract of land conveyed to Robert M. and Judith A. Burkett in O.R. 7066 Pg. 1434;

Thence along the north line of said 14.481 acre tract, N46°43'56"W a distance of 2802.76 feet to a 1/2" iron pin found in the east line of Lot 7324;

Thence along said east line, N01°52'46"W a distance of 17.03 feet to a 5/8" iron pin set;



Thence continuing, N21°51'41"W a distance of 285.00 feet to a mag nail set at the southwest corner of Lot 88 as conveyed to Norbert A. and Ruthe M. Davis, Co-Trustee in O.R. 7005 Pg. 121;

Thence along the lines of said Lot 88, the following five (5) courses:

1. N68°08'19"E a distance of 67.05 feet to a 5/8" iron pin set;
2. S69°55'26"E a distance of 283.53 feet to a 5/8" iron pin set;
3. N20°04'34"E a distance of 150.00 feet to a 5/8" iron pin set;
4. N69°55'26"W a distance of 415.83 feet to a 5/8" iron pin set;
5. S68°08'19"W a distance of 68.88 feet to a mag nail set in the east line of the aforesaid Lot 7324;

Thence along said east line, N21°51'41"W a distance of 169.28 feet to a 5/8" iron pin set in the east line of Lot 7323 as conveyed to Miller Farm West, LLC in O.R. 7118 Pg. 1232;

Thence along said east line, N04°57'24"E a distance of 517.04 feet to the southwest corner of Lot 86 as conveyed to Miller Farm Enterprises, LLC in O.R. 7118 Pg. 1237;

Thence along the south line of said Lot 86, S66°58'33"E passing a 5/8" set at a distance of 50.00 feet, for a total distance of 1282.48 feet to a concrete monument found at the southwest corner of the aforesaid 27.115 acre tract;

Thence along the south line of said 27.115 acre tract, S67°54'24"E a distance of 2269.44 feet to the Point of Beginning;

Containing 112.753 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on the south line of Lot 86 being S66°58'33"E per S.R. 50-103 of the Butler County Engineers Record of Land Surveys.

EXHIBIT D

Signed Petitions of Property and Business Owners in the District

(To be attached)

EXHIBIT E
ECONOMIC DEVELOPMENT PLAN
FAIRFIELD - FAIRFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT
DISTRICT - 1

Introduction – Fairfield Township and the City of Fairfield are creating a joint economic development district for the mutual betterment of Fairfield Township, the City of Fairfield, and their surrounds. The objective is to create jobs and to enable long term expanded economic opportunity for the benefit of the combined region and for the State of Ohio.

Background – Fairfield Township and the City of Fairfield share a common history. The City became a municipal corporation in 1954, and it remained in the Township until 1995. Most of the Township shares the Fairfield City School District with the City and the combined community is served by the same civic and community groups. In addition to social ties, there are interactive economic contacts including shopping and employment opportunities. Strong community bonds provide a firm foundation to pursue expanded development opportunities in furtherance of regional economic growth.

Transportation and Commercial Development – Over the last two decades, Fairfield Township has changed from a semi-rural to a predominately suburban community. Population growth has surged to more than 21,000 as of the 2010 Census.

Completion of State Route 129 highway improvements (with connection to I-75) was a catalyst for commercial and industrial growth particularly in proximity to the intersection of the new highway and State Route 4 By-Pass. The trend toward commercial and industrial growth within the last decade introduced greatly increased vehicular traffic moving through Fairfield Township and visiting the Township as a destination. Major retail and service oriented businesses serve Township residents and surrounding communities. The Fairfield Township Trustees and their staff have worked to provide a good home to businesses. Improved roads, infrastructure, community aesthetics, and superior delivery of local governmental services have fostered a welcoming environment for business opportunities. The objective is to enable quality, measured growth in furtherance of a balanced community.

In order to sustain a hospitable business environment and to encourage future growth, the Township recognizes the need to improve the transportation system. Widening of roads to overcome traffic congestion and to assure safe and efficient travel within and around the Township is a foremost concern of the Township.

Increased activity within the Township calls for added governmental services including administration, zoning, and safety services (i.e. police and fire). New and improved police and fire stations, well equipped to serve growing needs, are part of the equation. Economic growth and expanded governmental services run in tandem.

Revenue Sources – While the overall community – residents and businesses – benefit from superior services, sound fiscal planning to meet financial expectations requires

diversification of revenue sources. The Township Trustees have moved from dependence upon real property tax based revenue structure to expanded revenue sources from income taxation associated with commercial activity. The creation of a joint economic development district within the Township enables income taxation from activity within the JEDD territory. Reducing over-dependence upon a single revenue source through broadening of revenue stream balances the Township's financial needs against growth. Moreover, it assures that residents within the Township do not sustain disproportionate burden associated with expanding enterprise which benefits the region as a whole. By expanding revenue sources, the Township is equipped with a broader source of local funding to serve its role in enabling economic development and in sustaining needs resulting from development.

Job Creation – Diversification of the business mix is a priority in looking toward future development activity. The Township and City will actively recruit potential users for the highest and best use of the JEDD territory, provided that each entity is also free to recruit potential users to other properties outside the JEDD territory as they determine in their own discretion. Ideal users include light industrial, distribution, clean manufacturing, and high tech enterprises to achieve economic balance. The objective is to encourage demand for local work force with employees ready at hand within the region.

Goals of the JEDD – Promoting the JEDD territory through improved transportation links, expanded infrastructure, dependable services, and local government hospitable toward business are primary goals in furtherance of JEDD creation. Job creation and economic activity will in turn provide revenue sources directly associated with meeting the increased demand for services from local government.

Land Use Plan – This Economic Development Plan is supplemental to the Fairfield Township Land Use Plan. Any future Land Use Plans for Fairfield Township shall incorporate the Economic Development Plan by reference in furtherance of objectives stated in the Economic Development Plan.

New, Expanded, or Additional Services, Facilities, and Improvements – The Township and City plan to participate in the improvement of Seward Road to provide an improved transportation and service network as provided in the schedule in the Development Agreement dated _____ executed by the Township, the City, and Duke Realty, which is incorporated herein by reference.

The Township shall furthermore provide expanded public services to the JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth. The Township expects to provide superior level of services in order to attract development and to support commerce. JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned and utilization of tax increment financing, other financial arrangements, and inter-governmental agreements pertaining thereto also in furtherance of improvements.



Exhibit F-1 Excepted Areas of Fairfield Township

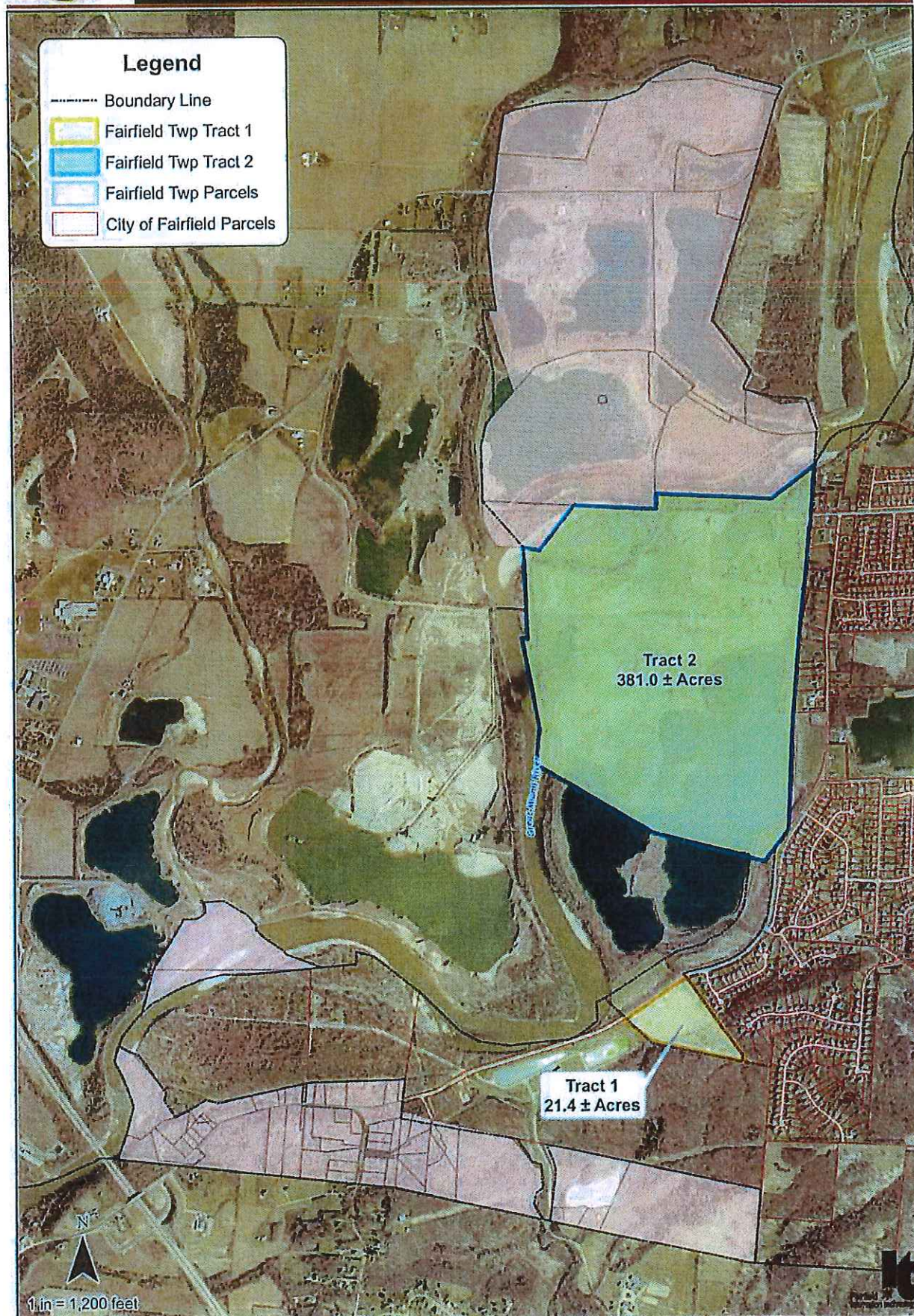




Exhibit F-2

Excepted Area of Fairfield Township

Future Right-of-Way for widened Seward Road
Approximately 1.30 ± Acres

