

O.R. 6400 PAGE 492

FAIRFIELD TOWNSHIP

RESOLUTION NO. 98-95

DECLARING A PUBLIC PURPOSE FOR
CERTAIN IMPROVEMENTS WHICH ARE
NECESSARY FOR THE FURTHER
DEVELOPMENT OF FAIRFIELD TOWNSHIP
AND AUTHORIZING PARTICIPATION IN
TAX INCREMENT FINANCING ZONE
APPLICABLE TO THREE TRACTS OF REAL
PROPERTY AND CREATING A TOWNSHIP
PUBLIC TAX INCREMENT EQUIVALENT FUND

WHEREAS, Section 5709.73, *et seq.* of the Ohio Revised Code authorizes townships to participate in a financing technique commonly known as tax increment financing; and

WHEREAS, this Board of Township Trustees deems it appropriate and in the public interest to exercise the authority granted pursuant to such Sections in connection with certain improvements in the unincorporated territory of the Township, in order to encourage development in the Township including road way improvements; and

WHEREAS, the Board of Education of the Fairfield City School District, has waived its statutory notice of the tax exemption, has by resolution approved the tax exemption granted herein and has delivered a copy of such resolution to the Township;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF FAIRFIELD, COUNTY OF BUTLER, OHIO BY FURTHER AUTHORITY OF CHAPTER 504 OF THE OHIO REVISED CODE, THAT:

SECTION 1: This Board of Township Trustees hereby finds and declares that certain public infrastructure improvements, to wit:

SCOPE OF THE IMPROVEMENTS:

PART I:

- A. The construction of Creekside Drive at the intersection of S.R. 4.

- B. All modifications to S.R. 4 required for the construction of Creekside Drive.
- C. The signalization of proposed intersection.
- D. The extension of all public utilities on S.R. 4 and through the commercial property.

PART 2:

- A. The construction of Indian Meadows Drive opposite the Bypass.
- B. All modifications to S.R. 4 and the Bypass required for the construction of Indian Meadows Drive.
- C. The modification of the signal at S.R. 4 and the Bypass required for the new Indian Meadows Drive.
- D. The closing of the intersection at S.R. 4 and Reigart Road, as well as the construction of a new public road connecting Indian Meadows Drive with existing Reigart Road.
- E. The signalization of Indian Meadows Drive and the new Reigart Road connection.
- F. The modification of the S.R. 4 and Millikin Road intersection to a right-in and right-out intersection.
- G. The extension of all public utilities on S.R. 4, Bypass, and through the commercial property.

PART 3:

- A. The extension of all public utilities through the commercial property not covered under Part 1 or Part 2.

PART 4:

- A. The construction of a new bridge connecting Millikin Road with Creekside Drive over the Bypass.
- B. The closing of the intersection at S.R. 4 and Millikin Road.

PART 5:

- A. Related contingency items normally associated with lighting improvements.

and other improvements related thereto, once made will benefit three tracts of real property [Tract one - 48.90 acres; Tract two - 13.60 acres; and Tract three - 11.78 acres] more fully described in Exhibit "A," attached to this Resolution. A map depicting the three affected tracts is attached as Exhibit "B." The real property subject to this

Resolution shall not be extended or supplemented by future amendments or modifications to this Resolution.

At the time of the adoption of this resolution this Board of Township Trustees further finds that the aforesaid improvements are not completed and have not been accepted by the Butler County Engineer; and do not as of this time constitute a present benefit to the affected real property.

SECTION 2. This Board of Township Trustees declares that the improvements to the parcels of real property described in Exhibit "A" are to be a public purpose for a period of twenty (20) years (subject to earlier termination upon the retirement of tax increment debt), commencing on the date of this Resolution.

SECTION 3. This Board of Township Trustees further finds and declares that the improvements to be made to the tracts of real property described in Exhibit "A" will place direct, additional demand on the public improvements described in Section 1 hereof when such public improvements are completed; therefore, such public improvements will directly benefit the tracts of real property described in Exhibit "A."

SECTION 4. This Board of Township Trustees hereby exempts from real property taxation one hundred percent (100%) of the improvements made to such tracts of real property by the owners thereof, which improvements occur after the date of this Resolution, for a period of twenty (20) years (subject to earlier termination upon the retirement of tax increment debt), commencing on the date of this Resolution; and that this Board of Township Trustees reasonably estimates that the percentage of incremental demand placed, or which will be placed, on the public improvements directly attributable to the exempted improvements is at least one hundred percent (100%). The exemption shall be claimed and allowed in the same manner as in the case of other real property tax exemptions and shall inure to the benefit of the present and subsequent owners of the tracts of real property for and during the term set forth herein.

SECTION 5. This Board of Township Trustees hereby expresses its intention to enter into such agreements as may be necessary and appropriate to construct such public improvements, and further shall require the owners of the tracts of real property described in Exhibit "A" to make annual service payments in lieu of taxes as defined in R.C. 5709.74 to the Butler County Treasurer on or before the final dates for payment of real property taxes. Such requirements, along with such other provisions as are deemed appropriate by this Board and as are agreed to by the owners of the tracts of real property described in Exhibit "A," may be included in Service Agreements which may (but are not required to) be entered into between the Board of Township Trustees and the respective owners. This Board of Township Trustees hereby pledges such service payments to secure any obligations of the Township issued to finance the public infrastructure improvements described in Section 1 hereof. To finance such public infrastructure improvements, owners of the tracts of real property and such owners' successors in interest shall, in

accordance with R.C. 5709.74 make annual payments in lieu of taxes to the Butler County Treasurer in the same manner and in the same amount as the real property taxes which would have been charged and payable against the improvements (as adjusted under R.C. 5709.74) declared by this Resolution to be public purpose and therefore exempt from real property taxes. Moneys collected as annual payments in lieu of taxes shall be distributed at the same time and in the same manner as real property taxes except the entire payment in lieu of taxes shall be distributed to the Fairfield Township. The Township Clerk shall maintain a record of payments made in lieu of taxes from tracts of real property within the TIF Zone. For purposes of calculating the amount of the Increase in Assessed Valuation which shall be disbursed directly to the Township for deposit in the Township Public Tax Increment Equivalent Fund created hereunder, the Butler County Auditor shall treat that increase in the true value of parcels located in the TIF Zone determined from the date on which an exemption from real property taxation is certified to the Butler County Auditor by the Tax Commissioner of the State of Ohio as such an Increase in Assessed Valuation, determined on a parcel-by-parcel basis and not in the aggregate.

SECTION 6. The Township Administrator, for and in the name of Fairfield Township, Butler County, Ohio, is hereby authorized to execute Agreements with the owners of the tracts of real property, which Agreement shall be binding upon and inure to the benefit of the owners' successors in interest, for the purpose of carrying out the provisions of this Resolution; all necessary and appropriate things which must be done in connection therewith, along with such other provisions as are deemed appropriate by this Board and as are agreed to by the current owners of the tracts of real property described in Exhibit A.

SECTION 7. The Board of Township Trustees hereby establishes a fund to be known as the Township Public Tax Increment Equivalent Fund for such purposes as are set forth in R.C. 5709.75, such other purposes as may be established by general law, and such purposes as may be established by this Board consistent with general law. Money paid in the form of a payment in lieu of taxes pursuant to R.C. 5709.75 shall be deposited into the Township Public Tax Increment Equivalent Fund. If, in order to finance the public infrastructure improvements identified in Section 1 of this Resolution, the general obligation notes or bonds or revenue bonds should be issued pursuant to general law, this Board hereby pledges the payments in lieu of taxes provided for in Section 5 of this Resolution to secure payment of such revenue or general obligation notes or bonds, or both. Moneys in the Fund may also be appropriated for distribution to the Fairfield City School District and/or the Butler County Joint Vocational School District in an amount not to exceed the amount of real property taxes that either school district would have received from the improvements if they were not exempt from taxation, up to a maximum of 25% of the annual total deposits into the Fund.

SECTION 8. The Board of Township Trustees hereby finds and determines that all formal actions of this Board of Township Trustees concerning and relating to the passage of this resolution were conducted in an open meeting of this Board of Township Trustees, and that all deliberations of this Board of Township Trustees and of any of its committees that resulted in such formal action were conducted in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 9. This Resolution shall take effect at the earliest period allowed by law.

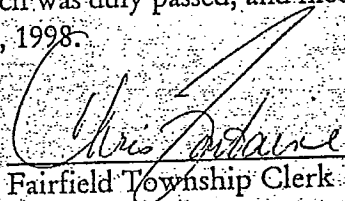
SECTION 10. This Resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, safety, or welfare, of Fairfield Township, and for the reason that time is of the essence in the implementation of the resolution relating to the intended public improvements affecting public safety as well as financial opportunities expected to be realized by the Township.

First Reading 8-25-98
Second Reading Suspended
Effective 9-4-98

Vote of Trustees
Joseph McAbee: Yes
Steve Morgan: Yes
Mark Sutton: Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Clerk, this 25th day of August, 1998.


Fairfield Township Clerk

Authority: ORC Sections 5709.73 *et seq.*
5709.74
5709.75
504.11

*Attachments: Exhibit A - legal description - three (3) benefitted tracts
Exhibit B - map

Reference: Fairfield City School District Board of Education Resolution No. 98-99,
August 17, 1998.

EXHIBIT A

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14 May, 1998

LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

Situated in Section 21, Town 2, Range 3, Fairfield Township (City of Indian Springs), Butler County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 14, Oak Ridge, Section One, as recorded in Plat Envelope 196, Pages C and D (lot 6127, City of Indian Springs); thence along the easterly line of said Oak Ridge Subdivision, S04°55'42"W a distance of 676.70 feet; thence continuing along the easterly line of said Oak Ridge Subdivision, S14°54'45"E a distance of 512.35 feet to a point in the original centerline of Hamilton-Middletown Road; thence along the centerline of Hamilton-Middletown Road, N72°45'27"E a distance of 568.24 feet to the True Point of Beginning; thence along the following courses:

- 1) N17°14'33"W a distance of 171.21 feet;
- 2) along a curve to the right an arc distance of 318.17 feet; said curve having a radius of 1200.00 feet and a chord bearing of N09°38'48"W a distance of 317.24 feet;
- 3) N02°03'04"W a distance of 190.19 feet
- 4) Along a curve to the right an arc distance of 240.79 feet, said curve having a radius of 1200.00 feet and a chord bearing of N03°41'51"E a distance of 240.39 feet;
- 5) N09°26'45"E a distance of 33.47 feet;
- 6) S80°33'15"E a distance of 273.78 feet;
- 7) N72°45'27"E a distance of 335.63 feet;
- 8) N55°21'07"E a distance of 190.88 feet;
- 9) N33°55'22"E a distance of 231.13 feet;
- 10) N88°38'34"E a distance of 216.72 feet;
- 11) N48°07'15"E a distance of 199.43 feet;
- 12) N78°00'15"E a distance of 191.56 feet;
- 13) N50°14'12"E a distance of 176.98 feet;
- 14) N78°05'15"E a distance of 371.09 feet;
- 15) S84°59'12"E a distance of 164.02 feet to a point in the centerline of Reigart Road;

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LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

(Continued)

thence along the centerline of Reigart Road, S05°00'48"W a distance of 493.60 feet; thence S84°59'12"E a distance of 238.25 feet to the northeast corner of Lot 18, Ferndale, as recorded in Plat Envelope 256, Page C (Lot 1993, City of Indian Springs); thence along the easterly line of Lot 18 and Lot 17 of said subdivision, S05°00'48"W a distance of 199.74 feet; thence along the northerly line of Lot 15 of said subdivision, S72°45'27"W a distance of 100.00 feet; thence along the easterly line of Lot 16 of said subdivision, S17°14'33"E a distance of 248.27 feet to a point in the original centerline of Hamilton-Middletown Road; thence along the original centerline of Hamilton-Middletown Road, S72°45'27"W a distance of 2258.29 feet to the Point of Beginning,

containing 48.90 acres, more or less, and being subject to all rights-of-way and easements.

now part of lot 485 and entire lots 1993, 1994 and 1995 Fairfield Township
A0300023000066 (Jack Grove 8-27-99)
A0300051000018
A0300051000017
A0300051000016

16 April, 1998

LEGAL DESCRIPTION

13.60 ACRES

"TRACT TWO"

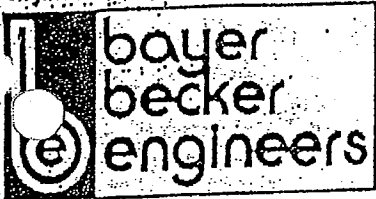
Situated in Section 21, Town 2, Range 3, Fairfield Township (City of Indian Springs), Butler County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 14, Oak Ridge, Section One, as recorded in Plat Envelope 196, Pages C and D (lot 6127, City of Indian Springs) ; thence along the easterly line of said Oak Ridge Subdivision, S04°55'42"W a distance of 42.87 feet to the Point of Beginning; thence continuing along said easterly line, S04°55'42"W a distance of 633.83 feet; thence continuing along said easterly line, S14°54'45"E a distance of 512.35 feet to a point in the original centerline of Hamilton-Middletown Road, thence along said centerline, N72°45'27"E a distance of 568.24 feet; thence along the following courses:

- 1) N17°14'33"W a distance of 171.21 feet;
- 2) along a curve to the right an arc distance of 318.17 feet; said curve having a radius of 1200.00 feet and a chord bearing of N09°38'48"W a distance of 317.24 feet;
- 3) N02°03'04"W a distance of 190.19 feet
- 4) Along a curve to the right an arc distance of 240.79 feet, said curve having a radius of 1200.00 feet and a chord bearing of N03°41'51"E a distance of 240.39 feet;
- 5) N09°26'45"E a distance of 80.17 feet;
- 6) N80°33'15"W a distance of 173.45 feet;
- 7) S69°29'53"W a distance of 202.48 feet;
- 8) N85°04'18"W a distance of 177.94 feet to the point of beginning,

containing 13.60 acres, more or less, and being subject to all right-of-ways and easements.

now parts of lot 485 Fairfield Township (Jack Grove 8-27-99)
A0300023000062
A0300023000065



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700 nilles road
fairfield, oh 45014
(513) 829-2149
fax (513) 829-2457

November 13, 1996

DESCRIPTION

Lot #506

"TRACT THREE"

LOCATION

Walden Ponds

Situated in Section 21, Town 2, Range 3, Indian Springs/Fairfield Township, Butler County, Ohio and being all of Lot #506 as known and designated on the list of lots in said Indian Springs and being further described as follows:

Beginning at a found iron pin at the Northeast corner of said Lot #506 said corner being in the Southerly right-of-way of State Route #4 Hamilton-Middletown Road;

thence along the boundary of said Lot #506 South 00°13'36" East, passing a found concrete monument at 728.85 feet, 752.30 feet to a point in the centerline of Perin Place;

thence continuing along said boundary and along said centerline South 89°52'16" West, 248.67 feet to a point in the right-of-way of Creekside Drive;

thence leaving said centerline along said right-of-way North 00°07'44" West, 30.00 feet;

thence South 89°52'16" West, 255.57 feet;

thence leaving said right-of-way continuing along said boundary North 00°07'45" West, 95.00 feet;

thence South 89°52'15" West, 100.00 feet;

thence South 00°07'45" East, 95.00 feet to a point in the aforementioned right-of-way of Creekside Drive;

thence along said right-of-way South 89°52'16" West, 76.08 feet;

thence along a 600.00 foot radius curve to the right an arc length of 108.72 feet, a chord bearing of North 79°52'53" West, a chord distance of 108.57 feet;

thence along a 360.00 foot radius curve to the right an arc length of 344.17 feet, a chord bearing of North 49°40'42" West, a chord distance of 331.22 feet;

thence North 22°17'23" West, 55.94 feet;

(continued on Page 2)

Page 2 continued: Lot #506
Walden Ponds
November 13, 1996

thence along a 15.00 foot radius curve to the right an
arc length of 23.57 feet, a chord bearing of North
22°43'45" East, a chord distance of 21.22 feet to
a point in the aforementioned Southerly
right-of-way of State Route #4 Hamilton-Middletown
Road;
thence leaving the right-of-way of Creekside Drive along
the right-of-way of State Route #4
Hamilton-Middletown Road North 67°44'53" East,
636.08 feet;
thence North 70°42'26" East, 198.52 feet;
thence continuing along said right-of-way North 67°38'12"
East, 298.02 feet to the point of beginning
containing 11.780 acres of land, 0.114 acres of
which are Perin Place right-of-way, all of the
above described parcel is subject to all easements
and right-of-ways of record.

The above description was prepared from plats and deeds of record
by Todd K. Turner, Registered Surveyor #7684 in the State of
Ohio, November, 1996.

BUTLER COUNTY, OHIO

485

R-1 ZONE

THE

OAK RIDGE ROAD

OAK RIDGE SEC. TWO

0-0-0-0

ZONING LINE

PROPOSED T.I.F. BOUNDARY

R-1 ZONE

EASTING R-2 ZONE

B-3 ZONE

R-2 Tote

R-2 ZONE

TRACT ONE
48.90 ACRES

3A-24 ADDRESS
B-3 ZONE

4 ADDRESS
5 ZONE

B-4 ZONE

11.96 ADRES
B-1 ZONE

ADDRESS
ZONE

B-4 ZONE

10

295.

1

55

3

REIGART ROAD

BYPASS S.R. 4

**TRACT TWO
13.80 ACRES**

TRACT THREE
1178 ACRES

EDSTING R-2 ZONE

STATE ROUTE 4

R-PUB ZONE

505

DRIVE

CREEKSIDE

PT 809

EXHIBIT B

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AGR. WITH FAIRFIELD
CITY SCHOOL DISTRICT
EXHIBIT B

TAX INCREMENT FINANCING COMPENSATION AGREEMENT
BETWEEN FAIRFIELD TOWNSHIP, FAIRFIELD CITY SCHOOLS
AND BUTLER COUNTY JVS

COPY

This Agreement between the TRUSTEES OF FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO ("Township"), an unincorporated limited home-rule township with its offices at 6032 Morris Road, Hamilton, Ohio 45011, FAIRFIELD CITY SCHOOL DISTRICT BOARD OF EDUCATION ("Board of Education"), a public school corporation with its principal offices at 211 Donald Drive, Fairfield, Ohio 45014-3095, and BUTLER COUNTY JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION ("JVS"), a public school corporation with its principal offices at 3603 Hamilton-Middletown Road, Hamilton, Ohio 45011-2299, specifies the manner and procedure to be used pursuant Ohio Revised Code (ORC) Sections 5709.73(B)(2) and 5709.75 for general compensation relating to the tax increment financing tax abatement ("TIF Abatement") granted by the Township for parcels located within the "TIF Zone".

WHEREAS, ORC Sections 5709.73 through 5709.75 authorize townships to grant tax increment financing real property tax abatements for improvements declared to be for a public purpose, which abatements exempt from taxation the increase in the true value of the parcel of property after the effective date of the resolution granting such abatements; and

WHEREAS, ORC Section 5709.74 further authorizes a township to require owners of improvements subject to a tax increment financing tax abatement to make an annual payment to the township in lieu of taxes, which payment is approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation; and

WHEREAS, ORC Section 5709.75 further requires a township receiving payments in lieu of taxes to create a township public improvement tax increment equivalent fund for deposit of the entire amount of such payments, to be used to pay the costs of public infrastructure improvements benefitting the parcels subject to the tax increment financing tax abatement and, if provided, to make payments to school districts impacted by exemption from taxation; and

WHEREAS, the Township provided the Board of Education and JVS with notice of its intent to grant a tax increment financing tax abatement in the amount of 100 percent of the increase in valuation of the parcels identified in Attachments A, B and C hereto (herein referred to as the "TIF Zone") for a term of twenty (20) years, and requested their consent to said abatement prior to formal adoption as required by ORC Section 5709.73(B)(2); and

WHEREAS, the Board of Education, by Resolution No. 98-99 adopted August 17, 1998, and the JVS, by Resolution No. 98-387 adopted August 19, 1998, granted their consent to the proposed tax abatement and waived further notice of proceedings to grant the TIF Abatement on the condition that the Township compensate them for a portion of the tax revenues foregone as a result of the exemption from taxation and agree to certain terms with respect to administration of the tax abatement; and

WHEREAS, the Township acted pursuant ORC Section 5709.73 within Resolution No. 98-95 adopted on August 25, 1998 to grant a TIF Abatement for the TIF Zone, requiring payments in lieu of taxes to be made by owners of the property within the TIF Zone, creating a Township Public Improvement Tax Increment Equivalent Fund ("Fund") and requiring that all funds received by the Township as payments in lieu of taxes be deposited in the Fund, and further providing for distributions from the Fund to or for the benefit of the Board of Education and JVS; and

WHEREAS, the Resolution further requires current owners of parcels within the TIF Zone to enter into Tax Increment Financing Agreements with the Township, obligating the owners to make payments in lieu of taxes calculated pursuant to ORC 5709.74, which agreements and obligations transfer to subsequent owners of parcels within the TIF Zone; and

WHEREAS, the Township of Fairfield, Ohio, the Fairfield City School District Board of Education and the Butler County Joint Vocational School District Board of Education pursuant to ORC Sections 5709.73(B)(2) and 5709.75 elect to enter into this Agreement concerning the compensation payable with respect to the TIF Abatement.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the Township, Board of Education and JVS agree as follows:

Section 1. Definitions. As used in this Agreement, the following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by the Township to the Board of Education under Section 2 of this Agreement.

"Exemption Year" shall mean any calendar year or portion of a calendar year in which an increase in the true value of a parcel of property after the effective date of the resolution granting the abatement would be taxable but for the tax increment financing tax abatement granted by the Township under ORC Section 5709.73.

"Fund" shall mean that township public improvement tax increment equivalent fund established by the Township pursuant to Resolution No. 98-95 into which Township is obligated to deposit all Payments in Lieu of Taxes received with respect to the TIF Zone.

"Increase in Assessed Valuation" shall mean that increase in the true value of parcels located in the TIF Zone determined from the date on which an exemption from real property taxation is certified to the Butler County Auditor by the Tax Commissioner of the State of Ohio, determined on a parcel-by-parcel basis and not in the aggregate.

"Payments in Lieu of Taxes" shall mean those payments remitted to the Butler County Treasurer by owners of parcels located within the TIF Zone pursuant to Tax Increment Financing Agreements made under Resolution No. 98-95 during the term of the TIF Abatement granted by Township with respect to the TIF Zone.

"TIF Abatement" shall mean that tax increment financing tax abatement granted by Township in Resolution No. 98-95 for improvements within the TIF Zone.

"TIF Zone" shall mean only those parcels of real property identified within Resolution No. 98-95 as being the subject of the tax increment financing tax abatement granted therein, whether in their original form or subdivided into separate parcels for future development. Consistent with the terms of Resolution No. 98-95, the Township agrees that the Resolution cannot be amended to include additional real property within the definition of the TIF Zone.

Section 2. Amount of Township Payment. For each Exemption Year, the Township shall pay the Annual Payment Amount to the Board of Education. The Annual Payment Amount is to equal to twenty-five percent (25%) of the total Payments in Lieu of Taxes actually collected by the Butler County Auditor and disbursed to the Township for deposit into the Fund. Payment of the Annual Payment Amount may, but is not required, to be made from the Fund. If the balance of the Fund is inadequate to pay the Annual Payment Amount, the Township shall satisfy the deficiency from its General Fund and any deficiency not satisfied prior to the end of a calendar year shall carryover as an amount owing into the next year. The Parties acknowledge, to the extent that Township may seek to satisfy its compensation obligations hereunder by making distributions from the Fund, that any claims on Fund assets for satisfaction of the compensation obligation are subordinate to claims on Fund assets to pay bond debt service on bonds issued by the Township, and the Township is not relieved of its compensation obligation hereunder should the Fund assets be insufficient to satisfy both the debt service obligations and the compensation obligation.

In the event that any one or more property owners fail to remit a Payment in Lieu of Taxes on or before its due date as determined by applicable statutes and agreements, the Township is not required to make a compensation payment to the Board of Education and JVS for the amount not remitted provided, however, that Township shall proceed to collect the amount not remitted and shall include that amount after collection in calculation of the next future Annual Payment Amount due to the Board of Education. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

In determining the amount of the Payments in Lieu of Taxes required by the Township under its Tax Increment Financing Agreements with owners of the parcels, it is expressly agreed and relied upon that the value of the parcels located within the TIF Zone prior to the effective date of the TIF Abatement shall be the value of the parcels on the date that an exemption from real property taxation is certified to the Butler County Auditor by the Tax Commissioner of the State of Ohio.

Section 3. Division of Township Payment Between Board of Education and JVS. Within ten (10) business days of receipt of the Annual Payment Amount from the Township, the Board of Education shall pay to the JVS an amount equal to four percent (4%) of the amount so received. The Board of Education and JVS agree that this division of the Annual Payment Amount represents a fair distribution of the Annual Payment Amount in relation to the respective share of the revenues foregone as a result of the TIF Abatement granted for the TIF Zone. The Board of Education and JVS further agree that any disputes between them concerning division of the Annual Payment Amount under this Section shall be resolved without the necessity of joining or involving the Township in the dispute.

Section 4. Timing of the Payments. The Township shall pay the Annual Payment Amount determined under Section 2 to Board of Education no later than thirty (30) days from its receipt of the tax settlement. It is anticipated that the Township may be required to make two payments to Board of Education under this Section, reflecting that the Payments in Lieu of Taxes may be remitted by owners of parcels to the Butler County Treasurer in two installments. The payment shall include an itemization of the Payments in Lieu of Taxes received by the Township, identifying the property owner and parcel number to which each Payment relates. If all Payments in Lieu of Taxes are not received by their due date(s), Township shall make a partial payment and shall provide an estimate of the revenues to be collected. All payments shall be completed by December 30 or the Township shall provide a summary of the payments still outstanding and document its efforts to collect those payments.

Section 5. Disbursement of Balance of Fund. Any incidental surplus remaining in the Fund at the time the public improvements identified in Resolution No. 98-95 have been paid in full shall be divided and distributed by the Township as follows: Seventy-Five percent (75%) to the Township's General Fund and Twenty-Five Percent (25%) to the Board of Education. Within ten (10) business days of receipt of any incidental surplus under the terms of this Section, the Board of Education shall pay to the JVS an amount equal to four percent (4%) of the amount so received. The Board of Education and JVS agree that this division of the Annual Payment Amount represents a fair distribution of incidental surplus in relation to the respective share of the revenues foregone as a result of the TIF Abatement granted for the TIF Zone.

Section 6. Notice. Any compensation payments required to be made, and any notices, reports or certificates which may be required to be given pursuant to this agreement shall either be personally delivered, or sent by regular U.S. mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

AS TO TOWNSHIP: Fairfield Township, Butler County, Ohio
ATTN: TOWNSHIP ADMINISTRATOR
6032 Morris Road
Hamilton, Ohio 45011

With Copy To: Jack F. Grove
Law Director
1251 Nilles Road, Suite 10
Fairfield, Ohio 45014

AS TO DISTRICT: Fairfield City School District Board of Education
ATTN: OFFICE OF THE TREASURER
211 Donald Drive
Fairfield, Ohio 45014-3095

AS TO JVS: Butler County Joint Vocational School District
ATTN: OFFICE OF THE TREASURER
3603 Hamilton-Middletown Road
Hamilton, Ohio 45011-2299

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

Section 7. Amendment. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 8. Waiver. No waiver by the Board of Education or JVS of the performance of any terms or provision hereof shall constitute, or be construed as, a waiver of performance of the same or any other term or provision hereof.

Section 9. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 10. Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 12. Effective Date. This Agreement shall be in effect from the date hereof until the TIF Abatement as applicable to every parcel in the TIF Zone under Resolution No. 98-95 shall have expired.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in triplicate as of this 31st day of August, 1998.

TOWNSHIP OF FAIRFIELD, OHIO

DATE: 9/2/98

Approved as to Form:

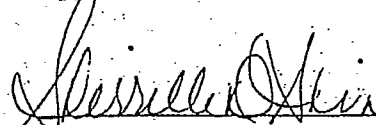
Jeffrey J. Brown - Law Director
Legal Counsel, Township

By Kate Earley
Its Administrator

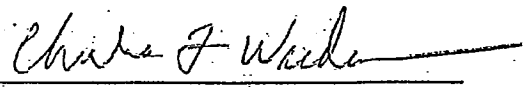
Authorizing Resolution No. 98-95

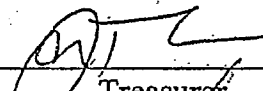
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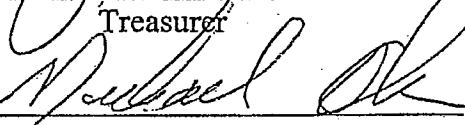
Approved as to Form:


Legal Counsel, Board of Education

FAIRFIELD CITY SCHOOL DISTRICT
BOARD OF EDUCATION

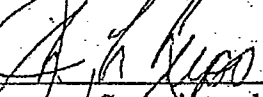
By 
Superintendent

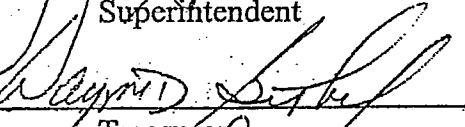
By 
Treasurer


By 
Board President

Authorizing Resolution No. 98-99

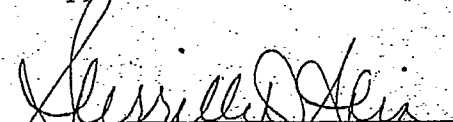
BUTLER COUNTY JOINT
VOCATIONAL SCHOOL DISTRICT

By 
Superintendent

By 
Treasurer

By 
Board President

Approved as to Form:


Legal Counsel, JVS

Authorizing Resolution No. 98-387

ENTERED IN COMMISSIONERS' JOURNAL
NO. 83, PAGE NO. _____

The Board of County Commissioners of the County of Butler, Ohio, met in regular session at 9:30 o'clock a.m., on the 21st day of January, 1999, at the office of said board of county commissioners located at the Butler County Administrative Center, 130 High Street, Hamilton, Ohio, with the following members present: Courtney E. Combs and Charles R. Furmon.

Commissioner Furmon moved the adoption of the following resolution:

COUNTY OF BUTLER, OHIO

RESOLUTION NO. 99-1-149

**DECLARATION OF OFFICIAL INTENT WITH RESPECT
TO REIMBURSEMENT OF TEMPORARY ADVANCES
MADE FOR CAPITAL EXPENDITURES TO BE MADE
FROM SUBSEQUENT BORROWINGS.**

WHEREAS, Treasury Regulation §1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended, (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that an Issuer (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, the County of Butler, Ohio (the "Issuer") wishes to ensure compliance with the Reimbursement Regulations;

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the Issuer that:

SECTION 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Issuer for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Issuer intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501 (c) (3) organization that is reasonably expected to borrow funds from the actual issuer of the Obligations.

"Reimbursement" means the restoration to the Issuer of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Issuer to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Issuer for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Issuer.

"Reimbursement Regulations" means Treasury Regulation §150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Issuer for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of such Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. Declaration of Official Intent

- a) The Issuer declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing by the Issuer in the maximum principal amount, for such Reimbursements, of \$2,500,000; and
- b) the Capital Expenditures to be reimbursed are to be used for the acquisition of land and the construction of road and bridge and related improvements in Fairfield Township's tax increment financing zone.

SECTION 3. Reasonable Expectations. The Issuer does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer or any other entity, with respect to the Capital Expenditures for the purpose described in Section 2(b).

SECTION 4. Open Meeting. It is found and determined that all formal actions of this Board of County Commissioners of the Issuer concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners of the Issuer; and that all deliberations of this Board of County Commissioners of the Issuer and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

Commissioner Combs seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Commissioner Fox	Not Present
Commissioner Furmon	Yea
Commissioner Combs	Yea

ADOPTED this 21st day of January, 1999.

Diana Bradford
Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on the 21st day of January, 1999, and that a copy thereof was certified to the county auditor on January 21, 1999.

Diana Bradford

Clerk

RECEIPT

The undersigned hereby acknowledges receipt this day of a certified copy of the foregoing resolution.

Kay Rogers

County Auditor

Date: January 25, 1999

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FAIRFIELD TOWNSHIP
RESOLUTION NO. 99-6
EXHIBIT D

FAIRFIELD TOWNSHIP

RESOLUTION NO. 99-6

DECLARATION OF OFFICIAL INTENT WITH RESPECT
TO REIMBURSEMENT OF TEMPORARY ADVANCES
MADE FOR CAPITAL EXPENDITURES TO BE MADE
FROM SUBSEQUENT BORROWINGS

WHEREAS, Treasury Regulation Section 1.150-2 (the "Reimbursement Regulations"), issued pursuant to Section 150 of the Internal Revenue Code of 1986, as amended (the "Code"), prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under Section 150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of Sections 103 and 141 to 150 of the Code and therefore, not further subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that a Participant (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that any Reimbursement Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Reimbursement Allocation must be made no later than three years after such Capital Expenditure was paid; and

WHEREAS, Fairfield Township, Butler County, Ohio (the "Participant") is a participant in certain obligations pertaining to the issue and wishes to ensure compliance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED, BY THE TRUSTEES OF FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO BY AUTHORITY OF CHAPTER 504 OF THE OHIO REVISED CODE, THAT:

SECTION 1. DEFINITIONS: The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to reimburse the Participant for such payments. "To allocate" means to make such an allocation.

"Capital Expenditure" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a Capital Expenditure for purposes of the Code, as well as any costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Participant intends to fund Capital Expenditures with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Issuer/Participant" means either a governmental unit that is reasonably expected to issue Obligations, or any governmental entity or 501(c)(3) organization that is reasonably expected to borrow funds from the actual Issuer/Participant of the Obligations.

"Reimbursement" means the restoration to the Participant of money temporarily advanced from other funds, including moneys borrowed from other sources, of the Participant to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To Reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Participant for Capital Expenditures, and for certain other expenses permitted by the Reimbursement Regulations, previously paid by or for the Participant.

"Reimbursement Regulations" means Treasury Regulations Section 150-2 and any amendments thereto or superseding regulations, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations may be allocated to reimburse the Participant for Capital Expenditures and certain other expenses paid prior to the issuance of the Obligations such that the proceeds of Obligations will be treated as "spent" for purposes of Sections 103 and 141 to 150 of the Code.

SECTION 2. DECLARATION OF OFFICIAL INTENT:

(a) The Participant declares that it reasonably expects that the Capital Expenditures described in Section (b), which were paid no earlier than sixty (60) days prior to the date hereof, or which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed and the proceeds of Obligations, representing a borrowing by the Participant in the maximum principal amount for such Reimbursements, of \$2,500,000; and

(b) The Capital Expenditures to be reimbursed are to be used for the acquisition of land and the construction of road and bridge and related improvements in the Tax Increment Financing Zone created by Resolution No. 98-95.

SECTION 3. REASONABLE EXPECTATIONS: The Participant does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Participant or any other entity, with respect to the Capital Expenditures for the purposes described in Section 2(b).

SECTION 4. OPEN MEETING: It is found and determined that all formal actions of this Board of Township Trustees of the Participant concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board of Township Trustees of the Participant, and that all deliberations of this Board of Township Trustees of the Participant and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

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

SECTION 6. This Resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace, health safety, or welfare, of Fairfield Township and for the reason that time is of the essence in the implementation of the resolution relating to the intended public improvements affecting the public safety as well as financial opportunities expected to be realized by the Township.

First Reading January 26, 1999

Second Reading Suspended

Effective February 5, 1999

Vote of Trustees

Joseph McAbee: Yes

Steve Morgan: Yes

Mark Sutton: Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Clerk, this 27th day of January, 1999.

Chris Fontaine
Fairfield Township Clerk

Authority: Treasury Regulation Section 1.150-2

Q.R. 6400 PAGE 521

SCHED. OF IMPROVEMENTS
PROJECT COSTS
EXHIBIT E

BUTLER COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

ESTIMATED COST

March 16, 1999

Reigart Road Realignment / Improvements to SR 4 & Bypass 4

Estimated cost by project:

1)	SR 4 & Bypass 4	\$ 616,905.75
2)	Reigart Rd.	\$ 511,998.00
	TOTAL	\$ 1,128,903.75

Construction Cost:

Field Inspection & Testing	\$ 50,000.00
Field Construction Trailer	\$ 2,400.00
ODOT Field Inspection / Overtime	\$ 3,000.00
TOTAL	\$ 55,400.00

District 8 requires payment
for inspection overtime**Total Project Costs: \$ 1,184,303.75**

ENGINEER'S ESTIMATE - PROJECT LEVEL

Transportation Improvement District
3816 Mack Road
Fairfield, OH 46014

Contract #	00000005	Your ID		Manager	
Date	3/16/1999	Date Required	3/15/1999		

Project #	00000009	Description	SR 4 & Bypass, adding turn lanes
-----------	----------	-------------	----------------------------------

0201.001.000	Clearing and Grubbing LS	1.00	4,000.00	4,000.00
0202.002.000	Catch Basin Removed EA	1.00	200.00	200.00
0202.007.000	Pavement Removal, Full Depth SY	1,145.00	2.50	2,862.50
0203.001.000	Excavation, not including embankment CY	2,345.00	4.00	9,380.00
0203.002.000	Embankment CY	1,855.00	4.00	7,420.00
0203.003.000	Subgrade Compaction SY	4,790.00	1.00	4,790.00
0301.001.000	Bituminous Aggregate Base, AC 20 CY	2,472.00	47.00	116,184.00
0304.001.000	Aggregate Base CY	1,524.00	28.00	42,672.00
0407.001.000	Tack Coat GALLON	379.00	1.00	379.00
0413.001.000	Saw Cut Pavement LF ODOT, District 8 is requiring the contractor to utilize a "Diamond Tipped" saw blade when cutting pavement in their R/W. The contractor is to include the cost of this type of blade in the unit price bid.	5,547.00	6.50	36,055.50
0446.001.000	Asphalt Concrete, AC-20, Leveling Course CY Level Course, 1-3/4" estimated thickness	368.00	80.00	29,440.00
0446.002.000	Asphalt Concrete, AC-20 Finish Course CY Finish Course, 1-1/4" thickness	263.00	80.00	21,040.00
0603.010.001	12" Conduit, Type A LF This Conduit, Type A is specified as Reinforced Concrete Pipe. Any type of conduit placed under the roadway (Curb to Curb) will be backfilled with LSM 50.	626.00	40.00	25,040.00
0604.004.003	Catch Basin, ODOT Type 6 EA	4.00	2,000.00	8,000.00
0605.002.001	4" underdrain pipe LF	6,170.00	8.00	49,360.00
0606.005.000	Guardrail, Type 5 LF	270.00	15.00	4,050.00
0606.006.000	Guardrail, Type A LF	34.00	50.00	1,700.00

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ENGINEER'S ESTIMATE - PROJECT LEVEL

Transportation Improvement District
3816 Mack Road
Fairfield, OH 46014

0609.003.000	Concrete Curb, Type 2 LF	1,041.00	10.00	10,410.00
0612.001.000	Concrete Mountable Median SF	51.00	150.00	7,650.00
0614.001.000	Maintaining Traffic LS This item includes all items covered on plan sheets Mt-1 through Mt-17 and any items necessary to maintain traffic for the entire project, both SR4, Bypass 4 and Reigart Road.	1.00	45,000.00	45,000.00
0618.001.000	Rumble Strips LF	300.00	75.00	22,500.00
0620.001.000	Reflector Removed for Storage EA	57.00	50.00	2,850.00
0621.004.000	Raised Pavement Markers, Placed Per Plan EA	199.00	40.00	7,960.00
0623.001.000	Construction Lay-out Stakes LS	1.00	6,000.00	6,000.00
0625.000.000	Removal of Light Pole Foundation EA	1.00	400.00	400.00
0625.000.001	Removal and re-erection of existing light pole EA	1.00	800.00	800.00
0625.000.002	Removal of existing pull boxes EA	5.00	100.00	500.00
0625.001.000	Ground Rod EA	6.00	5.00	30.00
0625.002.000	Pull Box, 24" Concrete EA	1.00	600.00	600.00
0625.003.000	Pull Box, 18" Concrete EA	11.00	500.00	5,500.00
0625.004.000	Trench LF	1,400.00	4.00	5,600.00
0625.007.000	Conduit, 2" Galvanized LF	1,283.00	5.00	6,415.00
0625.008.000	Conduit, 3" Galvanized LF	1,233.00	12.50	15,412.50
0625.009.000	Cable splicing kit EA	2.00	200.00	400.00
0625.010.000	Light Pole Foundation EA Foundation 24" X 6' deep	1.00	650.00	650.00
0625.011.000	No. 4 AWG 600 volt distribution cable LF	220.00	8.00	1,760.00
0625.012.000	No. 10 AWG Pole and Bracket Cable LF	60.00	15.00	900.00
0630.001.000	Sign Hanger Assembly EA	10.00	160.00	1,600.00

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ENGINEER'S ESTIMATE - PROJECT LEVEL

Transportation Improvement District
3816 Mack Road
Fairfield, OH 45014

0630.002.000	Sign, Flat Sheet, Type G SF	150.00	22.00	3,300.00
0630.003.000	Ground Mounted Support, #3 Post EA	18.00	8.00	144.00
0630.004.000	Removal of Ground Mounted Sign and Storage EA	27.00	10.00	270.00
0630.004.001	Removal of Gound Mounted Post Support and Storage EA	23.00	5.00	115.00
0630.004.002	Relocation of Existing Sign EA	8.00	75.00	600.00
0631.001.000	Removal of Luminair and Re-erection EA	1.00	1,500.00	1,500.00
0632.000.000	Removal of traffic signal installation EA	1.00	8,000.00	8,000.00
0632.001.000	Vehicular Signal Head, 3 Section, 12" Lense EA	6.00	700.00	4,200.00
0632.002.000	Vehicular Signal Head, 5 Section, 12" Lense EA	4.00	900.00	3,600.00
0632.003.000	Power Service EA	1.00	500.00	500.00
0632.007.000	Messinger Wire, Lashed 7 Strand 3/8" Diameter LF	503.00	4.00	2,012.00
0632.008.000	Signal Cable, 7 Conductor, NO. 14 AWG LF	1,221.00	1.25	1,526.25
0632.010.000	Loop Detector Lead-In Cable LF	2,600.00	1.40	3,640.00
0632.012.000	Covering for Vehicular Signal Heads EA	10.00	25.00	250.00
0632.014.000	Strain Pole, Type TC-81.10, Design 10 EA	4.00	4,000.00	16,000.00
0632.015.001	Strain Pole Foundation EA	4.00	1,000.00	4,000.00
0632.016.001	Power Cable, 2 Conductor, NO. 6 AWG LF	90.00	4.00	360.00
0632.020.000	Loop Detector Unit EA Model 222, 2 Channel, as per plan	6.00	400.00	2,400.00
0632.020.001	Detector Loop EA	12.00	350.00	4,200.00
0633.001.000	Controller Work Pad SF	30.00	20.00	600.00
0633.002.001	Controller, Actuated 170, as per plan EA Controller Actuated, 170E 8 phase, with 332 Cabinet, as per plan	1.00	10,000.00	10,000.00

Printed: 3/16/1999

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ENGINEER'S ESTIMATE - PROJECT LEVEL

Page: 4

Transportation Improvement District
3816 Mack Road
Fairfield, OH 45014

0633.003.000	Concrete for Cabinet Foundations CY	2.00	850.00	1,700.00
0644.001.001	Edge Line MILE	0.65	3,000.00	1,950.00
0644.004.000	Channelizing Line LF	2,796.00	3.00	8,388.00
0644.005.001	Transverse Line, White LF	1,791.00	5.00	8,955.00
0644.006.000	Stop Line LF	185.00	5.00	925.00
0644.006.001	Center Line MILE	0.45	300.00	135.00
0644.006.002	Lane Line MILE	0.26	2,500.00	650.00
0644.007.000	Lane Arrow, 96" EA	20.00	100.00	2,000.00
0644.009.000	Word on Pavement, 96", Per Plan EA	8.00	150.00	1,200.00
0644.010.000	Island Markings, Yellow SF	34.00	150.00	5,100.00
0659.004.000	Seeding and Mulching SY	3,500.00	1.00	3,500.00
0680.001.000	Sodding SY	387.00	25.00	9,675.00
			Project Total	616,905.75

Project #	00000010	Description	Relocation of Reigart Road
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0107.001.000	Premium for Insurance LS	1.00	2,000.00	2,000.00
The Insurance bld item will be in this project, but will cover the entire contract, both projects, the contractor is to reflect this in the bid item.				
0201.001.000	Clearing and Grubbing LS	1.00	5,000.00	5,000.00
0203.001.000	Excavation, not including embankment CY	10,200.00	4.50	45,900.00
0203.002.000	Embankment CY	10,200.00	3.00	30,600.00
0203.003.000	Subgrade Compaction SY	8,410.00	1.00	8,410.00
0207.005.000	Filter Fabric Fence LF	810.00	2.00	1,620.00
0207.006.001	Sediment Basin with 30" Riser Pipe LS	1.00	2,000.00	2,000.00

Transportation Improvement District
3816 Mack Road
Fairfield, OH 45014

0207.006.002	Check Dams EA	3.00	50.00	150.00
0301.001.000	Bituminous Aggregate Base, AC 20 CY	1,667.00	50.00	83,350.00
0403.001.000	Asphalt Concrete, AC-20 CY	521.00	68.00	35,428.00
0404.000.000	Asphalt CY	207.00	68.00	14,076.00
0407.001.000	Tack Coat GALLON	375.00	1.00	375.00
0601.002.000	Rock Channel Protection, Type C, Without Filter CY	4.00	40.00	160.00
0601.002.001	Rock Channel Protection, Type B W/O Filter CY	12.00	50.00	600.00
0602.001.000	Concrete Masonry CY	3.30	400.00	1,320.00
0603.010.001	12" Conduit, Type A LF This Type A conduit is Reinforced Concrete Pipe.	60.00	55.00	3,300.00
0603.010.002	12" Conduit, Type B LF	468.00	40.00	18,720.00
0603.031.001	15" Conduit, Type B LF	35.00	55.00	1,925.00
0603.040.001	18" Conduit, Type B LF The Temporary end section shown on plan view page 37 of 59 and on the quantity sheet 24 of 59 as Misc., the cost of this temporary end section will be included in this item unit price.	98.00	55.00	5,390.00
0603.070.000	24" Conduit, Type A LF This Type A conduit is specified as Reinforced Concrete Pipe.	44.00	60.00	2,640.00
0603.070.001	24" Conduit, Type B LF	45.00	55.00	2,475.00
0603.071.001	30" Conduit, Type B LF	114.00	60.00	6,840.00
0603.075.001	54" Conduit, Type B LF	200.00	110.00	22,000.00
0603.076.001	60" Conduit, Type B LF	92.00	135.00	12,420.00
0604.001.000	Catch-Basin, CB-3A EA	4.00	2,000.00	8,000.00
0604.002.000	Catch-Basin, CB-3 EA	5.00	2,000.00	10,000.00
0604.003.000	Catch-Basin CB-3 Modified EA	1.00	2,000.00	2,000.00
0604.004.000	Catch-Basin, 3A Modified EA	1.00	2,500.00	2,500.00

Printed: 3/16/1999

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Page: 6

Transportation Improvement District
 3816 Mack Road
 Fairfield, OH 45014

0604.006.001	Manhole, Type 3 EA The manhole is to have a 90" I.D.	1.00	3,500.00	3,500.00
0604.008.001	Connections to existing structures EA	3.00	900.00	2,700.00
0604.008.002	Chamber Box Adjusted to Grade EA The contractor is to adjust the existing 7' X 7' chanber boxes to grade, shown on plan sheet 37.	3.00	400.00	1,200.00
0609.001.000	Combination Curb and Gutter LF This item is defined as " Concrete Curb, Type C-1 " a Butler County Standard Curb.	2,964.00	20.00	59,280.00
0612.001.001	Concrete Median SF	22.00	250.00	5,500.00
0614.001.000	Maintaining Traffic LS	1.00	6,000.00	6,000.00
0623.001.000	Construction Lay-out Stakes LS	1.00	4,000.00	4,000.00
0630.002.000	Sign, Flat Sheet, Type G SF	102.00	8.00	816.00
0630.003.000	Ground Mounted Support, #3 Post EA	21.00	8.00	168.00
0630.004.000	Removal of Ground Mounted Sign and Storage EA	2.00	2.50	5.00
0630.004.001	Removal of Gound Mounted Post Support and Storage EA	2.00	5.00	10.00
0630.005.000	Tubular Markers with Reflector bands EA	9.00	50.00	450.00
0638.007.001	6" Water Valve EA	4.00	600.00	2,400.00
0638.008.001	8" Water Main, Ductile Iron Pipe, ANSI Class 53 LF The contractor is to place the costs of two " Purity Test Stations" shown on the plans in the unit bid costs of this item. The contractor is to place the cost of the 75 LF of waterline insulation shown on quantity sheet 23 of 59 in the unit costs of this bid item.	1,594.00	28.00	44,632.00
0638.008.002	8" Water Valve EA	6.00	650.00	3,900.00
0638.008.003	8" X 8" X 8" Tee EA	2.00	250.00	500.00
0638.008.004	8" X 8" X 6" Tee EA	3.00	250.00	750.00
0638.008.005	6" X 6" Tapping Sleeve, Valve and Valve Box EA	1.00	3,000.00	3,000.00
0638.008.006	8" - 45 Degree Bend EA	4.00	250.00	1,000.00
0638.008.007	8" X 6" Reducer EA	1.00	175.00	175.00

ENGINEER'S ESTIMATE - PROJECT LEVEL

Transportation Improvement District
3816 Mack Road
Fairfield, OH 45014

0638.008.007	8" X 6" Reducer EA These reducers are considered Temporary, shown on plan sheet 23 of 59	2.00	175.00	350.00
0638.014.000	Fire Hydrant EA	4.00	2,000.00	8,000.00
0638.015.000	Temporary Fire Hydrant EA	2.00	2,000.00	4,000.00
0642.003.000	Dashed White Line, White MILE	0.02	3,500.00	70.00
0644.001.001	Edge Line MILE	0.41	3,000.00	1,230.00
0644.004.000	Channelizing Line LF	1,027.00	3.00	3,081.00
0644.006.000	Stop Line LF	89.00	8.00	712.00
0644.006.001	Center Line MILE	0.79	3,000.00	2,370.00
0644.007.000	Lane Arrow, 96" EA	28.00	150.00	4,200.00
0644.007.001	Removal of Lane Arrow EA	3.00	200.00	600.00
0644.009.000	Word on Pavement, 96", Per Plan EA	6.00	150.00	900.00
0801.001.000	Premium on Bid Bond LS There will be only one bid item in this project to cover the entire contract, both projects, the contractor is to reflect this in the bid item.	1.00	2,000.00	2,000.00
0802.023.000	Special, Utility Conduit Cross Overs LF The conduit cross-overs will consist of 3/4" conduits and 3/6" conduits. The contractor is to include both items in their unit bid price.	850.00	18.00	15,300.00

Project Total	511,998.00
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Contract Total	1,128,903.75
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CONSTRUCTION COST ESTIMATE

March 12, 1999
B/0022/04.051 (MILLIKIN ROAD)

ITEM	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
	ROADWAY				
201	CLEARING & GRUBBING	LUMP	LUMP	\$10,000.00	\$10,000.00
202	GUARDRAIL REMOVED	LIN.FT.	95	\$2.00	\$190.00
202	FENCE REMOVED	LIN.FT.	532	\$2.00	\$1,064.00
203	EXCAVATION NOT INCLUDING EMBANKMENT	CU.YD.	7818	\$25.00	\$195,450.00
203	EMBANKMENT	CU.YD.	43	\$10.00	\$430.00
203	SUBGRADE COMPACTION	SQ.YD.	2069	\$1.50	\$3,103.50
606	GUARDRAIL, TYPE 5	LIN.FT.	350	\$26.00	\$9,100.00
606	ANCHOR ASSEMBLY, TYPE B	EACH	4	\$1,100.00	\$4,400.00
606	BRIDGE TERMINAL ASSEMBLY, TYPE 1	EACH	4	\$1,435.00	\$5,740.00
630	REMOVAL OF GROUND MOUNTED SIGN AND STORAGE	EACH	2	\$10.00	\$20.00
630	REMOVAL OF GROUND MOUNTED POST AND DISPOSAL	EACH	2	\$13.00	\$26.00
207	TEMPORARY SEEDING & MULCHING	SQ.YD.	428.00	\$1.00	\$428.00
207	FILTER FABRIC FENCE	LIN.FT.	1450	\$2.00	\$2,900.00
207	STRAW OR HAY BALES	EACH	50	\$6.00	\$300.00
601	CRUSHED AGGREGATE SLOPE PROTECTION	CU.YD.	57	\$60.00	\$3,420.00
659	SEEDING & MULCHING	SQ.YD.	2128	\$1.00	\$2,128.00
659	COMMERCIAL FERTILIZER	TON	0.20	\$340.00	\$68.00
659	WATER	M.GAL.	5	\$5.00	\$25.00
605	AGGREGATE DRAIN	LIN.FT.	95	\$8.00	\$760.00
301	BITUMINOUS AGGREGATE BASE, AC-20	CU.YD.	439	\$55.00	\$24,145.00
304	AGGREGATE BASE	CU.YD.	27	\$30.00	\$810.00
448	ASPHALT CONCRETE INTERMEDIATE COURSE, PG 64-22	CU.YD.	93	\$70.00	\$6,510.00
448	ASPHALT CONCRETE SURFACE COURSE, PG 64-22	CU.YD.	67	\$70.00	\$4,690.00
611	REINFORCED CONCRETE APPROACH SLAB	SQ.YD.	160	\$150.00	\$24,000.00
614	TEMPORARY CENTER LINE, CLASS II	MILE	0.15	\$330.00	\$49.50
614	TEMPORARY EDGE LINE, CLASS I	MILE	0.29	\$460.00	\$133.40
616	WATER	M.GAL.	5	\$11.00	\$55.00
616	CALCIUM CHLORIDE	TON	0.50	\$180.00	\$90.00
626	BARRIER REFLECTOR, TYPE A	EACH	22	\$7.00	\$154.00
642	EDGE LINE	MILE	0.29	\$360.00	\$104.40
642	CENTER LINE	MILE	0.15	\$600.00	\$90.00
614	MAINTAINING TRAFFIC	LUMP	LUMP	\$5,000.00	\$5,000.00
623	CONSTRUCTION LAYOUT STAKES	LUMP	LUMP	\$7,500.00	\$7,500.00
624	MOBILIZATION	LUMP	LUMP	\$20,000.00	\$20,000.00
806	FIELD OFFICE, TYPE A	MONTH	12	\$3,000.00	\$3,000.00
806	COMPUTER EQUIPMENT FOR FIELD OFFICE	MONTH	12	\$2,000.00	\$2,000.00
	STRUCTURE				
503	UNCLASSIFIED EXCAVATION, AS PER PLAN	LUMP	LUMP	\$3,000.00	\$3,000.00
503	ROCK AND/OR SHALE EXCAVATION	CU. YD.	190	\$62.00	\$11,780.00
511	CLASS S CONCRETE, SUPERSTRUCTURE	CU. YD.	232	\$375.00	\$87,000.00
511	CLASS C CONCRETE, PIER ABOVE FOOTINGS (CAP & COLUMN)	CU. YD.	82	\$400.00	\$32,800.00
511	CLASS C CONCRETE, ABUTMENT INCLUDING FOOTING	CU. YD.	145	\$375.00	\$54,375.00
511	CLASS C CONCRETE, FOOTING	CU. YD.	75	\$225.00	\$16,875.00
512	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	SQ. YD.	1035	\$10.00	\$10,350.00
516	STRUCTURAL STEEL EXPANSION JOINT INCLUDING ELASTOMERIC STRIP SE	LIN. FT.	71	\$250.00	\$17,750.00
516	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE)	EACH	90	\$42.00	\$3,780.00
	AS PER PLAN 6" X 12" X 1.43"				
516	ELASTOMERIC BEARING WITH INTERNAL LAMINATES ONLY (NEOPRENE)	EACH	18	\$44.00	\$792.00
	AS PER PLAN 8" X 12" X 2.83"				

518	POROUS BACKFILL WITH FILTER FABRIC	LUMP	LUMP	\$8,000.00	\$8,000.00
518	6" PERFORATED CORRUGATED PLASTIC PIPE	LIN. FT.	110	\$7.00	\$770.00
518	6" NON-PERFORATED CORRUGATED PLASTIC PIPE,	LIN. FT.	68	\$8.00	\$544.00
	INCLUDING SPECIALS,				
607	VANDAL PROTECTION FENCE, 6" STRAIGHT, COATED FABRIC	LIN. FT.	460	\$36.00	\$16,560.00
865	PRESTRESSED CONCRETE COMPOSITE BEAM BRIDGE MEMBERS,	EACH	1	\$10,000.00	\$10,000.00
	LEVEL 1, CB42-38				
865	PRESTRESSED CONCRETE COMPOSITE BEAM BRIDGE MEMBERS,	EACH	8	\$12,000.00	\$96,000.00
	LEVEL 1, CB42-48				
865	PRESTRESSED CONCRETE COMPOSITE BEAM BRIDGE MEMBERS,	EACH	2	\$6,500.00	\$13,000.00
	LEVEL 1, CB42-38				
865	PRESTRESSED CONCRETE COMPOSITE BEAM BRIDGE MEMBERS,	EACH	16	\$7,500.00	\$120,000.00
	LEVEL 1, CB42-48				

ROADWAY SUB-TOTAL	\$337,881.80
STRUCTURE SUB-TOTAL	\$503,376.00
TOTAL (NO CONTINGENCY)	\$841,257.80
10% CONTINGENCY	\$84,125.78
GRAND TOTAL	\$925,383.58

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PUBLIC IMPROVEMENTS
EXHIBIT F

D.R. 6400 PAGE 533

SCOPE OF IMPROVEMENTS

PART 1:

- A. The construction of Creekside Drive at the intersection of S.R. 4.
- B. All modifications to S.R. 4 required for the construction of Creekside Drive.
- C. The signalization of proposed intersection.
- D. The extension of all public utilities on S.R. 4 and through the commercial property.

PART 2:

- A. The construction of Indian Meadows Drive opposite the Bypass.
- B. All modifications to S.R. 4 and the Bypass required for the construction of Indian Meadows Drive.
- C. The modification of the signal at S.R. 4 and the Bypass required for the new Indian Meadows Drive.
- D. The closing of the intersection at S.R. 4 and Reigart Road, as well as the construction of a new public road connecting Indian Meadows Drive with existing Reigart Road.
- E. The signalization of Indian Meadows Drive and the new Reigart Road connection.
- F. The modification of the S.R. 4 and Millikin Road intersection to a right-in and right-out intersection.
- G. The extension of all public utilities on S.R. 4, Bypass, and through the commercial property.

PART 3:

- A. The extension of all public utilities through the commercial property not covered under Part 1 or Part 2.

PART 4:

- A. The construction of a new bridge connecting Millikin Road with Creekside Drive over the Bypass.
- B. The closing of the intersection of S.R. 4 and Millikin Road.

PART 5:

- A. Related contingency items normally associated with lighting improvements.

CONSTR. MGMT. AGR.
BETWEEN COUNTY & TID
EXHIBIT G

CONTRACT NO. 99-23

THIS CONTRACT, made as of the Twenty Seventh Day of July, 1999 by and between the Butler County Transportation Improvement District ("TID") and L. P. Cavett, Asphalt Contractors ("CONTRACTOR").

WHEREAS, the TID acting within the scope of its authority as set forth under the Ohio Revised Code, has determined that, to effectively carry out its responsibilities to design, plan, fund, construct and maintain certain highway, roadway and bridge improvements within the territory of the TID it will require certain construction services as hereinafter defined; and,

WHEREAS, the CONTRACTOR has represented to the TID that it possesses the necessary expertise and capabilities to render such construction services, as hereinafter defined:

WHEREAS, the TID desires to engage the CONTRACTOR to render these construction services, as hereinafter defined;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth hereinafter, the sufficiency of which is hereby acknowledged the TID and CONTRACTOR do hereto agree as follows:

I. SCOPE OF SERVICES AND COMPENSATION:

- A. CONTRACTOR does hereby agree with the TID for the consideration herein below mentioned, to furnish at CONTRACTOR'S own sole proper cost and expense all necessary materials, tools, equipment, plant and labor of every description, and shall construct and complete in good substantial, workmanlike and approved manner, acceptable to the TID, as expeditiously as is consistent with professional skill and care and the orderly progress of the work hereunder to wit:

The project consists of constructing left and right turn lanes as well as adding pavement to the grass median along State Route 4 and Bypass 4 and constructing two new roads, Indian Meadows Drive and the realignment of the existing Reigart Road.

in accordance with the surveys, plats, plans, cross-sections, specifications and profiles on file in the office of the said TID relating to this project which are hereby made a part of this CONTRACT, being CONTRACT No. 99-23 (the "PROJECT"). The provisions contained in the "Legal Notice" in "Information for Bidders," in "Engineer's Estimate," in the contractors "Price Proposal," and in the project "Specifications," (including general and supplemental conditions) as well as in the surveys, plats, cross-sections and profiles for this PROJECT on file in the office of the TID, are also hereby combined and incorporated by reference herein, as part of this CONTRACT, copies of which are attached hereto at Exhibit "A".

The ODOT Construction and Material Technical Specifications are also incorporated by reference herein. In the event of a conflict or ambiguity between the Project Specifications and the ODOT Specifications, then the Project Specifications shall control.

- B. TID hereby agrees and promises to pay to CONTRACTOR at the times, under the conditions and in the manner provided in the aforesaid Specifications, attached hereto at Exhibit "A", full compensation for material furnished or work done thereunder at the unit prices stated in the Proposal relative to the PROJECT. This is not a lump sum contract. This is hereby declared and determined by the TID and CONTRACTOR to be a unit price contract.

II. CONTRACTOR'S RISK:

- A. CONTRACTOR shall be responsible for the CONTRACTOR'S work under this CONTRACT, and for the work of other parties undertaking any portion of the CONTRACTOR'S responsibility or obligation, including compliance with all applicable local, State, and Federal laws and regulations concerning workplace safety. CONTRACTOR has or shall procure, without additional compensation, all permits, certificates and licenses (including any professional licenses) necessary for CONTRACTOR legally to perform the work under this CONTRACT.
- B. The CONTRACTOR shall carry on the PROJECT at its own risk until the work under the CONTRACT is fully completed and accepted by TID. If any loss or damage occurs to or affects the work under the CONTRACT prior to completion and acceptance by TID, CONTRACTOR shall at its expense promptly repair or replace the loss or damage; provided that the CONTRACTOR shall be entitled to receive from the TID the compensation received by the TID from the proceeds of any applicable insurance policy covering the loss or damage. TID's insurance policies will not in any event cover property of the CONTRACTOR.
- C. The date of commencement is the date from which the CONTRACT time is measured as set forth below and shall be August 1, 1999. The CONTRACTOR shall achieve substantial completion, approved and accepted by the TID, of the entire work under this CONTRACT no later than November 15, 1999.
- D. Time is of the essence of the CONTRACT: CONTRACTOR hereby acknowledges and agrees that the unit price as quoted in the Proposal attached hereto at Exhibit "A", contains and contemplates costs associated with expediting the PROJECT to meet the PROJECT'S scheduled completion date stated above. It shall be mutually understood and agreed by and between the parties to the CONTRACT that the TID will sustain damage should the CONTRACTOR not complete its work under the CONTRACT by the substantial completion date of November 15, 1999.
- E. Parties to the CONTRACT shall hereby stipulate and agree to the payment by the CONTRACTOR to the TID as liquidated damages per the spec book for every calendar day beyond the specified substantial completion date of November 15, 1999 as set forth in the schedule attached hereto at Exhibit "A." Compensation to the TID for damages sustained by it

by reason of CONTRACTOR'S delay in completing the work under the CONTRACT and payment of such sum by CONTRACTOR will not, in any way, be construed as the assessment of a penalty. Such sum shall be deducted from CONTRACTOR'S final payment by the TID.

- F. It shall be further agreed that if the TID accepts any work or makes payments under this CONTRACT after such delay, such acceptance shall not constitute a waiver or modification of any provisions regarding time of completion or liquidated damages. Moreover, the Parties to the CONTRACT stipulate and agree that the TID's right to recover liquidated damages under the CONTRACT shall not substitute for or preclude any right of recovery by the TID for additional costs and actual damages incurred by the TID should the CONTRACTOR fail to timely complete the work under the CONTRACT in accordance with the CONTRACT terms, specifications and completion dates.

III. EXTENSION OF TIME FOR COMPLETION:

- A. If the CONTRACTOR is delayed in completion of the work by any act or neglect of the TID, or of any other CONTRACTOR employed by the TID, or by changes ordered in the work, or by unusually severe weather, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause entirely beyond the CONTRACTOR'S control or by any cause which the TID shall decide to justify the delay, then for all such delays and suspensions the CONTRACTOR shall be allowed one day additional to the time limitations herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained solely by the TID in its discretion, and a similar allowance of extra time will be made for such other delays as the TID may find to have been solely caused by the TID.
- B. No such extension of time shall be made for any one or more delays unless within three (3) days after the beginning of such delays a written request for additional time shall be filed with the TID. In case of a continuing cause of delay, only one request is necessary.
- C. No claim for damages or any claim other than for extensions of time as herein provided shall be made or asserted against the TID by reason of any of the delays herein mentioned. The CONTRACTOR agrees that its sole remedy against the TID for excusable delays shall be an extension of time, and the CONTRACTOR shall not be entitled to any additional compensation or damages for the delay.

Anything contained in the CONTRACT to the contrary notwithstanding the CONTRACTOR shall not be entitled to damages or to extra compensation by reason of delays occasioned by proceedings to review the awarding of the CONTRACT to the CONTRACTOR or to review the awarding of any other contract to any other contractor.

IV. STATE'S RIGHT TO PROSECUTE WORK AND BACKCHARGE CONTRACTOR:

- A. If the CONTRACTOR fails or neglects to prosecute the work under the CONTRACT with the necessary diligence so as to complete the work within the time specified in the CONTRACT documents, the TID shall notify the CONTRACTOR in writing of such failure or neglect.

- B. If the CONTRACTOR fails or refuses to cure such failure or neglect within three (3) working days after receipt of the written notice, the TID shall, without prejudice to any other remedy the TID may have, employ upon the work under the CONTRACT the additional force, or supply the materials or such part of either as is appropriate, to correct the deficiency in the CONTRACTOR'S work under the CONTRACT.
- C. In such case, a change order shall be issued deducting from payments then or thereafter due the CONTRACTOR the costs of correcting such deficiencies.
- D. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such costs, the CONTRACTOR and the CONTRACTOR'S surety shall pay the amount of the insufficiency to the TID.
- E. The decision of the TID to backcharge the CONTRACTOR shall be final.

V. GUARANTEE:

Contractor guarantees all materials and/or labor as specified for a period of one (1) year. Neither the final payment nor payment in full shall relieve the CONTRACTOR of any responsibility for faulty materials or workmanship or for any damage to the work resulting therefrom. The period of guarantee shall commence when all work is formally accepted by owner and open for traffic.

VI. CHANGE ORDERS:

No extra work or changes under this CONTRACT will be recognized or paid for unless agreed in writing by an authorized representative of the TID before the work is done or the changes made.

VII. SAFETY:

CONTRACTOR must provide manufacturer's data sheets for hazardous materials. All safety requirements and regulations are the responsibility of the CONTRACTOR. CONTRACTOR shall indemnify the TID for all fines, penalties, and corrective measures that result, directly or indirectly, from acts or omissions of the CONTRACTOR, or for failure to comply with such safety rules and regulations.

VIII. CONTRACTOR'S INDEMNIFICATION:

- A. The CONTRACTOR has the absolute and entire responsibility and liability for all damage, loss or injury of any kind, direct or indirect, to any person (including death) or property (except as otherwise provided in the CONTRACT) arising out of or in any manner based on the performance by CONTRACTOR under the CONTRACT, or caused by or resulting from the performance of any work on or relating to the PROJECT. CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold harmless the TID against all losses, claims, damage, expenses (including attorneys' fees and costs) and liabilities sustained or incurred by

the TID by reason of any act, omission, conduct, negligence or default by CONTRACTOR or a subcontractor or their respective employees and agents. Except as may be otherwise provided by applicable law of any Governmental Authority, the TID's right to indemnification shall not be impaired or diminished by any act, omission, misconduct, negligence or default (other than gross negligence or willful misconduct) of the TID or any employee or agent of the TID who contributed or may be alleged to have contributed thereto.

- B. Without limiting the generality of subparagraph (a) for any work performed under the CONTRACT by CONTRACTOR at the site of the PROJECT or any other site or facility of the TID, CONTRACTOR shall, to the full extent permitted by law, indemnify and hold harmless the TID (except to the extent the TID is compensated by insurance to which the TID's insurance carrier's rights of subrogation have been waived or are required to be waived in accordance with the CONTRACT) against all losses, claims, expenses (including attorneys fees and costs) and liabilities, arising out of or based upon bodily injury (including death at any time resulting therefrom) to any person, including employees of CONTRACTOR or its subcontractors, caused by or related to the performance of any work on or related to the PROJECT, provided the bodily injury (or death) does not result from or is not caused in whole or in part directly or indirectly by a "nuclear incident" as defined in the Atomic Energy Act of 1954, as amended.

IX. CONTRACTOR'S INSURANCE:

- A. Unless otherwise specifically provided in the CONTRACT, CONTRACTOR shall provide and maintain, and shall require each subcontractor to provide and maintain, in effect during the performance of any work under the CONTRACT at the PROJECT site or any other site or facility of the TID minimum insurance coverage with carriers satisfactory to the TID as follows:

	<u>Types of Coverage</u>	<u>Limits of Liability</u>
1.	Workmen's Compensation and Employer Liability	Statutory
2.	Public Liability Bodily Injury Property Damage	\$3,000,000 per person \$3,000,000 per occurrence \$100,000 each occurrence
3.	Automobile Liability Bodily Injury Property Damage	\$300,000 each occurrence \$100,000 each occurrence \$100,000 each occurrence
4.	Standard Owners Protective Liability in the name of TID (with exclusion c waived)	\$3,000,000 each occurrence

- B. CONTRACTOR shall furnish TID with satisfactory evidence of insurance coverage in accordance with subparagraph (a) prior to the performance of any work on the PROJECT.

- C. Notwithstanding any other provisions of this Section, TID does not waive and its insurers will not be required to waive any rights or recovery of the cost of making good any faulty or non-complying workmanship, material or design with respect to the work under this CONTRACT, nor will the CONTRACTOR be entitled to receive from the TID compensation for repairing, replacing or redoing such workmanship, material or design.

X. CONTRACTOR'S BOND:

CONTRACTOR shall file a bond, at the time this CONTRACT is entered into, in substantially the same form as is attached hereto at Exhibit "B" for the amount of the CONTRACT to indemnify the TID against all damage suffered by failure to perform the CONTRACT according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward; and agree and assert that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the TID.

XI. DOCUMENTATION:

- A. The CONTRACTOR is responsible for maintaining and securing complete documentation of the work provided under the CONTRACT. Documentation shall mean and include all documents of the CONTRACTOR prepared pursuant to this CONTRACT, including but not limited to all plans, drawings, specifications, reports, maps, electronic files and other documents, in whatever form, whether the work under the CONTRACT is completed or not, and all documents provided by the TID to the CONTRACTOR. The documentation shall be subject to audit on a periodic basis, shall be the property of the TID, and shall be available to the TID at any time. The documentation shall be in a form suitable for supporting TID decisions, for work implementation, for making any reports, for historical analysis and for developing counterclaims or claims analysis in the event of a dispute with any Party involved in or affected by the Design-Consultant Contract or the work under this CONTRACT.
- B. Upon completion of the WORK or termination of this CONTRACT, whichever first occurs, the CONTRACTOR shall provide to the TID, in a properly organized manner, one copy of each element of the Documentation. That copy shall, in the first instance, be the original of any document or Documentation in the custody of the CONTRACTOR, but if no original is available, then a legible and reproducible copy.
- C. During the performance of the WORK, the CONTRACTOR shall provide copies of any Documentation, not including plans or drawings of the Design-Consultant Contractor, to the TID upon request.
- D. Suitable security backup shall be provided for all Documentation to assure that a reproducible copy of any document is available. For any electronic files generated by the CONTRACTOR and any files provided to the CONTRACTOR in an electronic form, the CONTRACTOR shall maintain an electronic "back-up" copy and shall provide such electronic "back-up" copy to the

TID upon completion of the Services or the termination of the CONTRACT. The electronic "back-up" copy of any documents generated by the CONTRACTOR shall be provided in a format acceptable to the TID.

- E. The CONTRACTOR shall keep complete and accurate books of account showing the cost of work which shall at all reasonable times be open for inspection by representatives of the TID.

XII. INDEPENDENT CONTRACTOR:

- A. The CONTRACTOR is an independent contractor and nothing herein contained shall constitute or designate the CONTRACTOR or any of its employees or agents as employees of the TID. Except as expressly authorized in writing by the Board of Directors of the TID, neither the CONTRACTOR nor any of its employees or agents shall act as an agent of the TID.
- B. CONTRACTOR may be designated as an agent of the TID in the performance of some specific services, but only as authorized in writing by the TID's Board of Directors. Notwithstanding any agency relationship so created between the TID and CONTRACTOR, CONTRACTOR'S personnel performing services under this CONTRACT shall at all times be under the CONTRACTOR'S exclusive direction and control and shall be employees of the CONTRACTOR and not employees of the TID. CONTRACTOR shall pay all wages, salaries and other amounts due its employees in connection with this CONTRACT and shall be responsible for all reports and obligations respecting them, including Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters.

XIII. ASSIGNMENT:

The CONTRACTOR shall not have the right or power to assign this CONTRACT or parts thereof, or its respective duties, without the express written consent of the TID. The TID may assign this CONTRACT upon prior written notice to the CONTRACTOR.

XIV. DISCLOSURE:

CONTRACTOR shall not use the TID's name or photographs of the work under this CONTRACT in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of the TID. All press releases relating to the WORK or this CONTRACT, including graphic display information to be published in newspaper, magazines, and other publications, are to be issued only by the TID unless otherwise agreed to in writing by CONTRACTOR and the TID.

XV. TERMINATION:

A. TERMINATION FOR CONVENIENCE

1. In addition to any other rights provided herein, the TID shall have the right, at any time, for convenience and without cause, to terminate further performance of work under the CONTRACT by delivery of written notice to the CONTRACTOR 20 days prior to such termination date as that notice shall designate. The CONTRACTOR shall comply with the terms of the notice and shall not incur any further costs either after the date of notice or after the designated termination date, except as directed by the TID to complete designated portions of the work under the Contract. Upon receipt of a termination notice, CONTRACTOR shall comply with its terms and shall reduce, minimize or eliminate any activities for which it intends to seek any compensation from the TID.
2. Within five days of receiving such notice, the CONTRACTOR will prepare and submit to the TID a work plan to accomplish the remainder of the work under the Contract the TID wishes to have performed prior to the designated termination date. The work plan shall contain the information required to complete the PROJECT, including the activities to be completed and a final projected estimate for the work to be performed under the CONTRACT, which will be paid based upon the percentage of the activities to be performed during the period prior to termination. Other than the payment authorized in the approved work plan, the CONTRACTOR expressly understands that it shall not have a right to other compensation, lost profits, mobilization or demobilization costs, or other termination costs. Within five days of its receipt, the TID shall review the proposed work plan and specify any required changes to the CONTRACTOR. At its sole discretion, the TID may approve a work plan for a period extending beyond the designated termination date. The CONTRACTOR shall make any required changes and upon written approval of the work plan by the TID, shall proceed to complete the work as specified in the work plan. If the Parties are unable to agree on the work plan to complete the work under the CONTRACT, the TID may issue a written order to CONTRACTOR to perform the work under the CONTRACT the TID approves in the work plan. If the CONTRACTOR so wishes, it may proceed to utilize the Dispute Resolution Process set forth below. Upon the receipt of such written order, the CONTRACTOR shall immediately proceed to perform the work plan as approved by the TID. Upon approval or written order by the TID, the termination work plan shall supersede and replace outstanding, uncompleted task orders.
3. On or before the designated termination date, CONTRACTOR shall turn over or preserve all Documentation in accordance with the TID's instructions.
4. Within fifteen days of the designated termination date, the CONTRACTOR shall submit to the TID a final progress report, including a final invoice. The final invoice will contain a certificate that the invoiced amount is the final claim for all work and that payment by the TID will constitute a release of any and all claims by CONTRACTOR. Within ten days of its receipt, the TID shall review the final progress report and request any additional information which it requires. Receipt and approval by the TID of a satisfactory final progress report shall be required prior to approval of the final invoice.

B. TERMINATION AND OTHER ACTIONS FOR CAUSE:

1. For the purposes of this CONTRACT, an event of default includes the CONTRACTOR filing a petition in bankruptcy, making a general assignment for the benefit of its creditors, having a petition in bankruptcy filed against CONTRACTOR or a receiver appointed on account of its insolvency, or default in the performance of any express obligation to be performed by it under this CONTRACT. If an event of default occurs, the TID may, without prejudice to any other rights or remedies the TID may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any work of CONTRACTOR or its Subcontractors related to such failure; and/or (c) terminate this CONTRACT by delivery of written notice to CONTRACTOR specifying the date of termination.
2. Upon receipt of a termination notice, CONTRACTOR shall comply with its terms and shall reduce, minimize or eliminate any activities for which it intends to seek any compensation from the TID under this CONTRACT. If, prior to the designated terminate date specified in the notice, or within any extension of that period to which the Parties have agreed, the TID may cancel the notice and authorize performance of work under the CONTRACT to continue; otherwise, the termination shall take effect on the designated termination date.
3. In the event of such termination by the TID, the TID may take possession of Documentation and finish work under the CONTRACT by whatever method the TID may deem expedient. In the event of any termination CONTRACTOR shall deliver to the TID all finished and unfinished Documentation, including all documents, in whatever form, furnished to CONTRACTOR by the TID.
4. Any claims for compensation after termination for cause shall be strictly limited to any work under the CONTRACT satisfactorily performed by the CONTRACTOR prior to the termination date. Any such claim shall be related to the percentage of completion of the work under the CONTRACT and shall be supported by complete documentation submitted to the TID and satisfactory in form and content to the TID. Other than any payment for work under the CONTRACT performed prior to termination, the CONTRACTOR expressly understands that it shall not have a right to other compensation, lost profits, mobilization or demobilization costs, or other termination costs. At the TID's sole discretion, it may choose to utilize a termination work plan in the same manner as for a termination for convenience. In the event the TID is determined not to have had sufficient cause to terminate the CONTRACTOR for cause, then the termination shall be deemed a termination for convenience with the CONTRACTOR being entitled to the remedies under that section.

C. TERMINATION NOT A LIMIT ON REMEDIES:

Nothing in this Section shall be construed as a limitation on the remedies available to the Parties hereto under the law or the terms of the CONTRACT in the event of a breach hereof by either or both of the Parties.

XVI. EXTENT OF CONTRACT:

- A. This CONTRACT and the Contract Documents represent the entire and integrated agreement between the TID and the CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. This CONTRACT may be amended only by an Amendment prepared by the TID and signed by both the TID and the CONTRACTOR.
- B. This CONTRACT may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- C. The captions or headings in this CONTRACT are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.
- D. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the CONTRACTOR'S proposal for the work under the CONTRACT, the provisions of the CONTRACT shall prevail.

XVII. GOVERNING LAW:

This CONTRACT shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the work under the CONTRACT to the exclusion of any other forum.

XVIII. NOTICES:

- A. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate following address.

If to the TID:

Gregory J. Wilkens P.E., P.S., Executive Director
Butler County TID
2816 Mack Road
Fairfield, Ohio 45014
(513) 942-4700

If to the CONTRACTOR:

Paul Rockhold
L. P. Cavett Company
600 Shepherd Avenue
Cincinnati, Ohio

- B. In the event of an emergency involving the work under the CONTRACT, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the CONTRACTOR shall immediately notify the TID by telephone.
- C. The TID or the CONTRACTOR may, by notice given hereunder, designate any further or different addresses, telephone numbers or facsimile numbers to which subsequent notices, certificates, requests or communications shall be sent.

XIX. SEVERABILITY:

If any provision of this CONTRACT, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

XX. DISPUTE RESOLUTION:

A. Pendency of Dispute

The pendency of a dispute shall not excuse or justify an interruption or delay in the CONTRACTOR'S performance of this CONTRACT which performance shall proceed with due diligence.

B. Alternative Forms of Dispute Resolution

The Parties may jointly agree to an alternative form of dispute resolution for a particular claim.

C. Legal Remedies

Either Party may pursue any remedies it may have pursuant to law or the terms of this CONTRACT, provided, however, (1) that any legal action against the TID shall be brought only in the Common Pleas Court of the County of Butler in the State of Ohio; and (2) at the TID's sole discretion, any legal action filed by the CONTRACTOR shall be stayed by the TID filing a demand for binding arbitration within thirty days of the CONTRACTOR filing such suit, in which case the matter shall be submitted to binding arbitration. At the TID's request, the CONTRACTOR shall carry on its duties under this CONTRACT during any litigation or arbitration proceedings, and the TID shall continue to make payments in accordance with this CONTRACT.

D. Arbitration Procedures

Any dispute submitted to arbitration shall be heard by one arbitrator who is mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and the two arbitrators so selected shall choose a third and the arbitration shall be to the three arbitrators. Each arbitrator shall comply with Ohio law. The TID and the CONTRACTOR

agree to cooperate to permit any arbitration proceeding to be conducted as expeditiously as possible. Any arbitration proceeding shall take place at a location to be designated by the TID. If the TID elects to arbitrate, its right to arbitration shall be specifically enforceable under Ohio law. The arbitrator(s) shall have the power and authority to order any discovery permitted under the Ohio Rules of Civil Procedure in accordance with those rules. Any award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the case of arbitration before three arbitrators, the concurrence of two shall establish before three arbitrators, the concurrence of two shall establish the award. The cost of the arbitrator(s) shall be shared equally by the Parties.

XXI. NON-WAIVER:

Neither a failure by the TID to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default, shall effect or constitute a waiver of the TID's right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or to any prior or subsequent default. The remedies provided in this CONTRACT shall be cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the TID is entitled either at law or in equity.

XXII. AMENDMENT:

This agreement may not be altered, waived, amended or extended, and no change orders shall be made, except by an instrument in writing signed by the duly authorized officer or agent of TID and duly authorized officer of CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this 27 day of July, 1999 for the amount of \$ 1,093,681.70.

BUTLER COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

By: Gregory J. Williams

Title: Executive Director

L.P. Cavett Co.
CONTRACTOR

By: Robert L. Mount

Title: Vice-President

O.R. 6400 PAGE 548

REV 6/94

CONTRACT

THIS CONTRACT, made and entered into this 6th day of July in the year One Thousand Nine Hundred and Ninety-Nine by and between the Board of County Commissioners of Butler County, Ohio ("COUNTY"), and SK Construction

("CONTRACTOR").

WITNESSETH: That the CONTRACTOR has agreed, and by these presents does agree with the COUNTY for the consideration herein below mentioned, to furnish at CONTRACTOR'S own proper cost and expense all necessary materials and labor of every description, and to carry out complete in good, firm, and substantial manner the Millikin Road Bridge over S.R. 4 Bypass for the Total Sum of Eight Hundred Twenty Six Thousand Six Hundred Forty Eight and 80/100 Dollars (\$826,648.80).

in accordance with the surveys, plats, plans, cross-sections, specifications and profiles on file in the office of the said County Commissioners which are hereby made a part of this contract, being Contract No. 1999-9.

CONTRACTOR hereby agrees to release, indemnify, defend, and hold harmless Butler County and its agencies, offices, officials, and all employees thereof from and against any and all liability, actions, claims, suits, demands, costs, expenses, penalties, fines, or judgments on account of any loss or damage to any person or property or any failure to comply with governmental laws and regulations which result from or arise out of any act or omission of the Contractor or its subcontractors or the agents, officers, employees, or material men of either, jointly or severally, while engaged in the work to be performed under this contract.

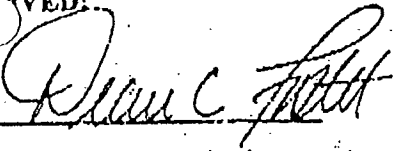
CONTRACTOR shall be responsible for the Contractor's work under this contract, and for the work of other parties undertaking any portion of the Contractor's responsibility or obligation, including compliance with all applicable local, State, and Federal laws and regulations concerning workplace safety.

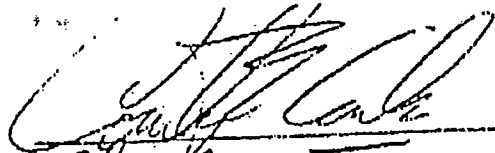
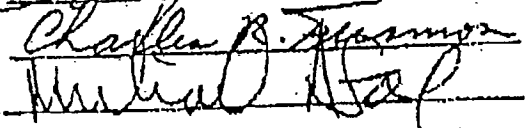
The provision contained in the "Legal Notice," in "Information for Bidders," in "Engineer's Estimate," in the "Proposal," and in the "Specifications," as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the County Commissioners, are also hereby combined and incorporated by reference thereto, as part of this contract.

In consideration whereof, COUNTY hereby agrees and promises to pay to CONTRACTOR at the times, under the conditions and in the manner provided in the aforesaid specifications, full compensation for material furnished or work done thereunder at the unit prices stated in the proposal. This is not a lump sum contract. This is hereby declared and determined by the County Commissioners to be a unit price contract.

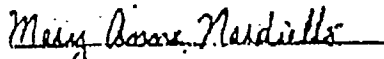
IN WITNESS WHEREOF, the said COUNTY of Butler, Ohio, has caused its name to be affixed by the Board of County Commissioners, and CONTRACTOR has set its hand on the day and year aforesaid.

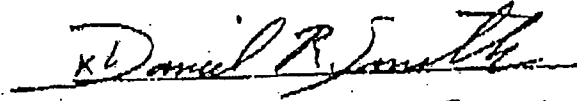
APPROVED:


County Engineer



Board of County Commissioners

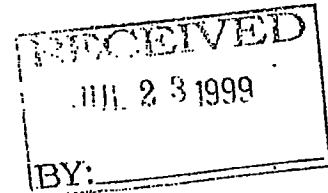
APPROVED AS TO FORM:


Assistant Prosecuting Attorney


Contractor

D.R. 6400 PAGE 550

RESOLUTION NO. 99-7-997



Resolved by the Board of County Commissioners of Butler County, Ohio, That

WHEREAS, by Resolution No. 99-6-941, the bids received on June 15, 1999 for furnishing the labor, materials and equipment for the Millikin Road Bridge Over S.R.#4 By-Pass in accordance with specifications under Butler County Engineer's Contract No. 1999-9 were referred to the Butler County Engineer for review and recommendation; and

WHEREAS, the Butler County Engineer's Office has tabulated and checked the aforesaid bids and recommends the acceptance of the lowest bid of \$826,648.80 submitted by SK Construction Co., 2514 Atco Ave., Middletown, Ohio 45042.

THEREFORE BE IT RESOLVED that County Engineer's Contract No. 1999-9 is hereby awarded to SK Construction Co. in the amount of \$826,648.80.

Commissioner Furmon moved for the adoption of the foregoing resolution. Commissioner Fox seconded the motion and upon call of roll, the vote resulted as follows:

Commissioner Fox	Yea
Commissioner Furmon	Yea
Commissioner Combs	Yea

Adopted: July 1, 1999

Attest: Diana Bradford, Clerk

MINIMUM SERVICE
PAYMENT
EXHIBIT H

O.R. 6400 PAGE 552

**ILLUSTRATION FOR
COMPUTING MINIMUM SERVICE PAYMENT**
[Per definition set forth at Section 3(D) and applied at Section 5]

A.	Debt service on County obligations ¹ [excluding portion applicable to Millikin Road Bridge Improvements exceeding \$880,000 - Township Contribution ²]	---
	+ (plus)	
B.	Payments to Fairfield City School District ³	---
	- (minus)	
C.	Revenues - Service payments in lieu of taxes collected ⁴	(---)
	MINIMUM SERVICE PAYMENT⁵ (to be paid semi-annually)	---

¹ See, Section 8 at pages 14-17.

² Township's contribution to be paid at same time as minimum service payment.

³ 25% of total payments in lieu of taxes. See, Exhibit B [Tax Increment Financing Compensation Agreement between Fairfield Township, Fairfield, City Schools and Butler County JVS], Section 2 at page 3.

⁴ See definitions, Section 3(l) at page 6.

⁵ See definitions, Section 3(D) at page 5. Deficiencies in collections of service payments in lieu of taxes will increase the minimum service payment due from DPR. When total net revenues exceed debt service, the minimum service payment will be \$0.00.

O.R. 6400 PAGE 553

FAIRFIELD TOWNSHIP
RESOLUTION NO. 98-110
EXHIBIT I

FAIRFIELD TOWNSHIP

RESOLUTION NO. 98-110

RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE A SUPPORT AGREEMENT WITH DPR PROPERTIES, INC. RELATING TO THE TAX INCREMENT FINANCING PLAN, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY.

BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio by authority of Chapter 504 of the Ohio Revised Code, that:

SECTION 1:

The Board of Trustees hereby authorizes the Township Administrator to execute a support agreement with DPR Properties, Inc. regarding financial performance of the developer relating to the Tax Increment Financing Plan and providing for the township's financial contribution for the proposed improvements, subject to the review of the Law Director.

SECTION 2:

The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10 and do authorize the adoption of this resolution upon its first reading.

SECTION 3:

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

SECTION 4:

This resolution is hereby declared to be an emergency measure pursuant to RC 504.11, necessary for the immediate preservation of the public peace, health, safety, or welfare of Fairfield Township, and in order to coincide with the public bidding process being undertaken by the Transportation Improvement District.

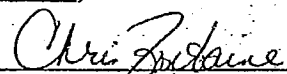
First Reading October 27, 1998
Second Reading Suspended
Effective November 6, 1998

Vote of Trustees

Joseph McAbee: Yes
Steve Morgan: Yes
Mark Sutton: Yes

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Clerk, this 28th day of October, 1998.


Fairfield Township Clerk

Authority: ORC 5709.73, 5709.74, 5709.75 and 504.11
Reference: Resolution No. 98-95

RESOLUTION NO. 99-5-771

Resolved By the Board of County Commissioners of Butler County, Ohio, That

The Board of Butler County Commissioners does hereby approve and shall execute the Developer's Service Agreement, attached hereto and made a part hereof, by and between DPR Properties, Inc., Fairfield Township Board of Township Trustees, Butler County Board of Commissioners, and First National Bank of Southwestern Ohio regarding Route 4/Millikin Road Bridge Improvements and Fairfield Township TIF (Tax Increment Finance) Zone; and

BE IT FURTHER RESOLVED that, to facilitate implementation of the aforesaid approved Developer's Services Agreement, the Board of Butler County Commissioners does hereby approve and shall execute the Conduit Agreement attached as Exhibit K to the Developer's Services Agreement by and between Butler County Board of Commissioners and Fairfield Township Board of Township Trustees to facilitate distribution of revenues to be derived from Fairfield Township's Tax Increment Fund.

Commissioner Furmon moved for the adoption of the foregoing resolution.
Commissioner Fox seconded the motion and upon call of the roll, the vote resulted as follows:

Commissioner Fox	Yea
Commissioner Furmon	Yea
Commissioner Combs	Yea

Adopted: May 20, 1999

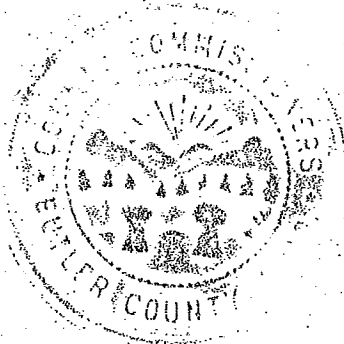
Attest: _____

Diana Bradford, Clerk

CERTIFICATE

IT IS HEREBY CERTIFIED that the foregoing is a true and correct copy of Resolution No. 99-5-771 adopted by the Board of Butler County Commissioners in session on the 20th day of May, and recorded in the Journal of said Board in Volume 85.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Butler County, Ohio, this 20th day of May, 1999.



Diana Bradford
Diana Bradford, Clerk
Board of County Commissioners
Butler County, Ohio

O.R. 6400 PAGE 557

CONDUIT AGREEMENT
EXHIBIT K

**CONDUIT AGREEMENT
SUPPLEMENTING DEVELOPER'S SERVICE AGREEMENT**

The Conduit Agreement is entered into by the Butler County Board of Commissioners [County herein] and Fairfield Township Board of Township Trustees [Township herein] for good and valuable consideration as more fully set forth:

1. **RECITALS.** County and Township are parties to a Developer's Service Agreement Regarding Route 4/Millikin Road Bridge Improvements and Fairfield Township TIF Zone. This Conduit Agreement is intended to facilitate distribution of revenues to be derived from the Township's Tax Increment Equivalent Fund (created according to Township's declaration of the TIF Zone pursuant to Resolution 98-95) which are in excess of payments required to be distributed to the Fairfield City School District.

2. **ASSIGNMENT.** Township hereby assigns and obligates any net revenues to be derived from the Township's Tax Increment Equivalent Fund (after payments required to be distributed to Township for the Fairfield City School District) to County to be applied by County for its repayment of obligations incurred pursuant to Developer's Service Agreement, Section 8 for advanced funding of project costs and reimbursements required at closing. Such assignment is unconditional and may not be revoked by Township. This assignment shall be discharged upon County's satisfaction of the obligations at which time excess revenues shall be distributed for other required reimbursements pursuant to Section 5(F).

If any excess revenues are available after all payments required pursuant to Developer's Service Agreement, Township may apply such revenues for such other public improvements which Township may identify as permitted by law.

3. **TOWNSHIP FINANCIAL RESPONSIBILITY.** In the event of a failure of performance of the TIF Zone, and DPR's minimum service payments and security provided in conjunction therewith, Township shall be responsible for any deficiencies in the Tax Increment Equivalent Fund necessary to satisfy County's repayment of its obligations.

In no event, however, may County accelerate Township's duty to make deficiency payments required pursuant to this paragraph.

4. **PAYMENT METHODOLOGY.** County through the Auditor and Treasurer shall certify the results of collection of service payments in lieu of taxes to Township. County through the Auditor and Treasurer shall furthermore provide financial projections of anticipated collections for the purpose of estimating payments required under the Developer's Service Agreement and this Conduit Agreement.

Upon receipt of County's above certification, Township shall compute DPR's minimum service payment pursuant to Section 5(B) and, as well, Township's contribution to be made pursuant to Section 5(E). Township shall thereupon notify County and DPR of the results of its computation which shall be the basis for determining the amount of DPR's required minimum service payment which shall be paid directly to the County Treasurer (applicable to the project account) and DPR's subsequent performance.

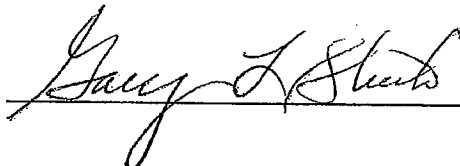
5. **COMPUTATION OF SUCCESSOR'S PAYMENT REQUIREMENTS.** Township shall compute the allocation of payment responsibility upon the conveyance of any part of DPR's real estate as contemplated by Section 7 and shall notify County, DPR, and successors in title or in interest (including mortgage holders, if applicable) regarding the results. County may rely upon Township's computation (as notified) in collecting payments and has no duty to administer the

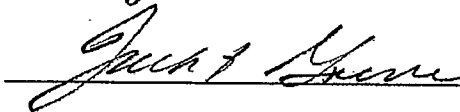
allocation of payment responsibility among parties who may be in interest other than as notified by Township.

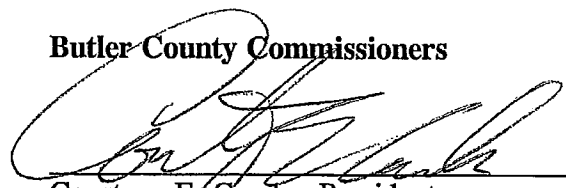
INTEGRATION. This Conduit Agreement is intended to facilitate implementation of the Developer's Service Agreement and shall be construed in conjunction therewith.

IN WITNESS WHEREOF, the parties intending to be legally bound, have caused this agreement to be executed.

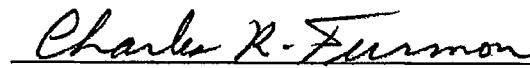
This Agreement was approved by the Board of County Commissioners, Butler County, Ohio, pursuant to unanimous vote by Resolution Number 99-5- 771 dated May 20th 1999.

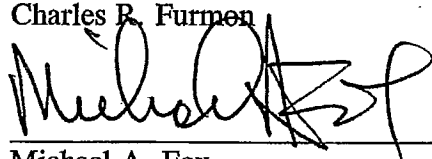




Butler County Commissioners


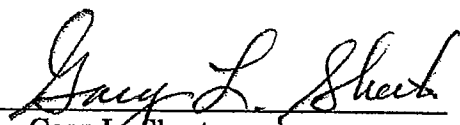
Courtney E. Combs, President



Charles R. Furman


Michael A. Fox

Reviewed:

By 

Gary L. Sheets
Special Counsel to Commissioners

Fairfield Township
Board of Township Trustees

[Signature]

[Signature]

By Kate Earley.
Kate Earley
Township Administrator
*Pursuant to authority of Township
Resolution 98-110 - Nov. 6, 1998,
attached as Exhibit I.*

Approved as to form:

By [Signature]
Jack F. Grove
Fairfield Township Law Director

O.R. 6400 PAGE 562

SUBORDINATION
AGREEMENT
EXHIBIT L

STANDBY WAIVER OF PRIORITY AND
SUBORDINATION OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS, that, as provided in that certain Developer's Service Agreement Regarding Route 4/Millikin Road Bridge Improvements and Fairfield Township TIF Zone ("Service Agreement") by and among DPR Properties, Inc. ("DPR"); Fairfield Township Board of Township Trustees; Butler County Board of Commissioners; and First National Bank of Southwestern Ohio ("Bank"), a copy of which is recorded in Volume _____ at Page _____ of the Official Records of Butler County, Ohio, the Bank hereby subordinates and waives the priority of the following mortgages (collectively, hereinafter referred to as the "Mortgages") with respect to the real estate ("Property") described on Exhibit "A" attached hereto and incorporated herein:

- (a) that certain Open-End Mortgage, Security Agreement and Assignment of Rents and Leases by and between DPR and Bank in the original amount of Four Million Six Hundred Thousand and 00/100 (\$4,600,000.00) Dollars dated August 20, 1999, and recorded in Volume 6397 at Page 2290 of the Official Records of Butler County, Ohio; and
- (b) that certain Open-End Mortgage by and between DPR and Bank dated August 20, 1999 security a One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollar Letter of Credit and recorded in Volume 6397 at Page 2357 of the Official Records of Butler County, Ohio,

to the lien of: (a) the then current semi-annual Service Payments (as that term is defined in the Service Agreement) in lieu of taxes due and payable on the Property; and (b) the past due Service Payments owing on the Property.

In all other respects, each of the Mortgages shall remain in full force and effect and each shall retain its priority.

IN WITNESS WHEREOF, the Bank has executed the foregoing this 20th day of August, 1999.

Signed in the presence of:

Margie S. Blair
Alisa H. Miller

FIRST NATIONAL BANK OF SW OHIO

By Brendan J. Burns 1st VP
Brendan J. Burns, First Vice President

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 20th day of August, 1999 by Brendan J. Burns, First Vice President of First National Bank of Southwestern Ohio, an Ohio corporation, on behalf of the corporation.

Makine S. Blair

Notary Public



MAKINE S. BLAIR
Notary Public, State of Ohio
My Commission Expires Feb. 4, 2004

This instrument prepared by:

MILLIKIN & FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio
081999/s:JJRforms/standby waiver/pc

14 May, 1998

LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

Situated in Section 21, Town 2, Range 3, Fairfield Township (City of Indian Springs), Butler County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 14, Oak Ridge, Section One, as recorded in Plat Envelope 196, Pages C and D (lot 6127, City of Indian Springs); thence along the easterly line of said Oak Ridge Subdivision, S04°55'42"W a distance of 676.70 feet; thence continuing along the easterly line of said Oak Ridge Subdivision, S14°54'45"E a distance of 512.35 feet to a point in the original centerline of Hamilton-Middletown Road; thence along the centerline of Hamilton-Middletown Road, N72°45'27"E a distance of 568.24 feet to the True Point of Beginning; thence along the following courses:

- 1) N17°14'33"W a distance of 171.21 feet;
- 2) along a curve to the right an arc distance of 318.17 feet; said curve having a radius of 1200.00 feet and a chord bearing of N09°38'48"W a distance of 317.24 feet;
- 3) N02°03'04"W a distance of 190.19 feet
- 4) Along a curve to the right an arc distance of 240.79 feet, said curve having a radius of 1200.00 feet and a chord bearing of N03°41'51"E a distance of 240.39 feet;
- 5) N09°26'45"E a distance of 33.47 feet;
- 6) S80°33'15"E a distance of 273.78 feet;
- 7) N72°45'27"E a distance of 335.63 feet;
- 8) N55°21'07"E a distance of 190.88 feet;
- 9) N33°55'22"E a distance of 231.13 feet;
- 10) N88°38'34"E a distance of 216.72 feet;
- 11) N48°07'15"E a distance of 199.43 feet;
- 12) N78°00'15"E a distance of 191.56 feet;
- 13) N50°14'12"E a distance of 176.98 feet;
- 14) N78°05'15"E a distance of 371.09 feet;
- 15) S84°59'12"E a distance of 164.02 feet to a point in the centerline of Reigart Road;

LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

(Continued)

thence along the centerline of Reigart Road, S05°00'48"W a distance of 493.60 feet; thence S84°59'12"E a distance of 238.25 feet to the northeast corner of Lot 18, Ferndale, as recorded in Plat Envelope 256, Page C (Lot 1993, City of Indian Springs); thence along the easterly line of Lot 18 and Lot 17 of said subdivision, S05°00'48"W a distance of 199.74 feet; thence along the northerly line of Lot 15 of said subdivision, S72°45'27"W a distance of 100.00 feet; thence along the easterly line of Lot 16 of said subdivision, S17°14'33"E a distance of 248.27 feet to a point in the original centerline of Hamilton-Middletown Road; thence along the original centerline of Hamilton-Middletown Road, S72°45'27"W a distance of 2258.29 feet to the Point of Beginning,

containing 48.90 acres, more or less, and being subject to all rights-of-way and easements.

16 April, 1998

LEGAL DESCRIPTION

13.60 ACRES

"TRACT TWO"

Situated in Section 21, Town 2, Range 3, Fairfield Township (City of Indian Springs), Butler County, Ohio and being more particularly described as follows:

Commencing at the northeast corner of Lot 14, Oak Ridge, Section One, as recorded in Plat Envelope 196, Pages C and D (lot 6127, City of Indian Springs) ; thence along the easterly line of said Oak Ridge Subdivision, S04°55'42"W a distance of 42.87 feet to the Point of Beginning; thence continuing along said easterly line, S04°55'42"W a distance of 633.83 feet; thence continuing along said easterly line, S14°54'45"E a distance of 512.35 feet to a point in the original centerline of Hamilton-Middletown Road, thence along said centerline, N72°45'27"E a distance of 568.24 feet; thence along the following courses:

- 1) N17°14'33"W a distance of 171.21 feet;
- 2) along a curve to the right an arc distance of 318.17 feet; said curve having a radius of 1200.00 feet and a chord bearing of N09°38'48"W a distance of 317.24 feet;
- 3) N02°03'04"W a distance of 190.19 feet
- 4) Along a curve to the right an arc distance of 240.79 feet, said curve having a radius of 1200.00 feet and a chord bearing of N03°41'51"E a distance of 240.39 feet;
- 5) N09°26'45"E a distance of 80.17 feet;
- 6) N80°33'15"W a distance of 173.45 feet;
- 7) S69°29'53"W a distance of 202.48 feet;
- 8) N85°04'18"W a distance of 177.94 feet to the point of beginning,

containing 13.60 acres, more or less, and being subject to all right-of-ways and easements.

D.R. 6400 PAGE 568

LETTER OF CREDIT
EXHIBIT M



COPY

LETTER OF CREDIT
EXHIBIT M

EXHIBIT "A"

August 20, 1999

BENEFICIARY

Board of Township Trustees
Fairfield Township, Butler County Ohio
6032 Morris Road
Hamilton, Ohio 45011

APPLICANT

DPR Properties, Inc.
9336 Dick Road
Harrison, Ohio 45030

RE: Letter of Credit #769

Stated Amount: \$1,250,000.00

We hereby issue our Irrevocable Standby Letter of Credit #769 ("Letter of Credit") in your favor as the above-named Beneficiary in the amount of One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollars (the "Stated Amount").

Drafts drawn under this Letter of Credit must be referenced to as follows: "Drawn under First National Bank of Southwestern Ohio Irrevocable Standby Letter of Credit #769". All drafts must be presented for payment at our main office on Third and High Streets in Hamilton, Ohio no later than the expiration date set forth below. All drafts must be accompanied by a certificate from a Trustee of Fairfield Township, Ohio certifying that: (a) the amount of the draw on the Letter of Credit is due and owing to Fairfield Township, Ohio as provided for in the Developer's Service Agreement among Applicant, Beneficiary and others; and (b) that the total of all prior draws on the Letter of Credit when added to the amount of this draw does not exceed the Stated Amount.

All drafts presented by you as Beneficiary up to the sum of or sums not exceeding in total the Stated Amount drawn under and in compliance with this Letter of Credit will be paid at sight in immediately available funds.

If drafts "Drawn under First National Bank of Southwestern Ohio Irrevocable Standby Letter of Credit #769" are received by 2:00 p.m. (Hamilton, Ohio time), payment will be made to you in the amount specified in available funds no later than 4:00 p.m. (Hamilton, Ohio time) on the same date such demand is made. If drafts "Drawn under First National Bank of Southwestern Ohio Irrevocable Standby Letter of Credit #769" are received after 2:00 p.m. (Hamilton, Ohio time), such drafts shall be processed as if received prior to 2:00 p.m. (Hamilton, Ohio time) the next business day.

(Page 1 of 2)

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993 Revision enforced as of January 1, 1994) International Chamber of Commerce Publication No. 500.

This letter of credit will expire at 5:00 p.m. (Hamilton, Ohio time) August 19, 2004.

Very truly yours,



Brendan J. Burns
First Vice President

RESOLUTION NO. 99-7-1191

Resolved By the Board of County Commissioners of Butler County, Ohio, That

Upon review and approval by the Butler County Prosecuting Attorney of the proposed Tax Increment Financing here under consideration, the Board of County Commissioners does hereby approve the \$1,250,000 letter of credit from First National Bank of Southwestern Ohio for the benefit of DPR Properties, Inc. respecting the financial performance of DPR Properties, Inc. as the developer of certain property constituting a portion of the benefit zone pursuant to the Tax Increment Financing Plan of Fairfield Township which provides security for the county's financial obligations issued in relation to the project.

Commissioner Furmon moved for the adoption of the foregoing resolution. Commissioner Fox seconded the motion and upon call of the roll, the vote resulted as follows:

Commissioner Fox	Yea
Commissioner Furmon	Yea
Commissioner Combs	Yea

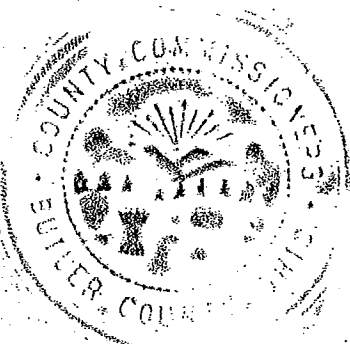
Adopted: July 29, 1999

Attest: Diana Bradford, Clerk

CERTIFICATE

IT IS HEREBY CERTIFIED that the foregoing is a true and correct copy of Resolution No. 99-7-1191 adopted by the Board of Butler County Commissioners in session on the 29th day of July, 1999 and recorded in the Journal of said Board in Volume 87.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Butler County, Ohio, this 29th day of July, 1999.



Diana Bradford
Diana Bradford, Clerk
Board of County Commissioners
Butler County, Ohio

FAIRFIELD TOWNSHIP

RESOLUTION NO. 99-61

RESOLUTION APPROVING THE LETTER OF CREDIT FROM FIRST NATIONAL BANK OF SOUTHWESTERN OHIO FOR DPR PROPERTIES, INC. RELATING TO THE TAX INCREMENT FINANCING PLAN, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY.

BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio by authority of Chapter 504 of the Ohio Revised Code, that:

SECTION 1:

The Board of Trustees hereby approves the \$1,250,000 letter of credit from First National Bank of Southwestern Ohio for DPR Properties, Inc. regarding financial performance of the developer pursuant to the Tax Increment Financing Plan which provides security for the township's financial position in relation to project costs.

SECTION 2:

The Trustees of Fairfield Township do hereby dispense with the requirement that this resolution be read on two separate days, pursuant to RC 504.10 and do authorize the adoption of this resolution upon its first reading.

SECTION 3:

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

SECTION 4:

This resolution is hereby declared to be an emergency measure pursuant to RC 504.11, necessary for the immediate preservation of the public peace, health, safety, or welfare of Fairfield Township, and in order to enable performance of time-related requirements under the service agreement.

CERTIFIED COPY

First Reading August 5, 1999
Second Reading Suspended
Effective August 15, 1999

I hereby certify and attest that the foregoing is a true and exact reproduction of the original resolution, or measure No. 99-61 on file in my office, this 19th day of

Vote of Trustees August, 1999.
Joseph McAbee: Yes
Steve Morgan: Yes
Mark Sutton: Yes

Chris Fortaine
TITLE Clerk

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Clerk, this 6th day of August 1999.

Chris Fortaine
Fairfield Township Clerk

STANDBY WAIVER OF PRIORITY AND SUBORDINATION OF MORTGAGES

KNOW ALL MEN BY THESE PRESENTS, that, as provided in that certain Developer's Service Agreement Regarding Route 4/Millikin Road Bridge Improvements and Fairfield Township TIF Zone ("Service Agreement") by and among DPR Properties, Inc. ("DPR"); Fairfield Township Board of Township Trustees; Butler County Board of Commissioners; and First National Bank of Southwestern Ohio ("Bank"), a copy of which is recorded in Volume 6400 at Page 451 of the Official Records of Butler County, Ohio, the Bank hereby subordinates and waives the priority of the following mortgages (collectively, hereinafter referred to as the "Mortgages") with respect to the real estate ("Property") described on Exhibit "A" attached hereto and incorporated herein:

- (a) that certain Open-End Mortgage, Security Agreement and Assignment of Rents and Leases by and between DPR and Bank in the original amount of Four Million Six Hundred Thousand and 00/100 (\$4,600,000.00) Dollars dated August 20, 1999, and recorded in Volume 6397 at Page 2290 of the Official Records of Butler County, Ohio; and
- (b) that certain Open-End Mortgage by and between DPR and Bank dated August 20, 1999 security a One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollar Letter of Credit and recorded in Volume 6397 at Page 2357 of the Official Records of Butler County, Ohio,

to the lien of: (a) the then current semi-annual Service Payments (as that term is defined in the Service Agreement) in lieu of taxes due and payable on the Property; and (b) the past due Service Payments owing on the Property.

In all other respects, each of the Mortgages shall remain in full force and effect and each shall retain its priority.

IN WITNESS WHEREOF, the Bank has executed the foregoing this 20th day of August, 1999.

Signed in the presence of:

Margie S. Blair
Alisa H. Miller

FIRST NATIONAL BANK OF SW OHIO

By Brendan J. Burns 1st VP
Brendan J. Burns, First Vice President

9900067198
Filed for Record in
BUTLER COUNTY, OHIO
JOYCE B. THALL
On 08-27-1999 At 10:57:34 am.
WAIVER PRIO 26.00
OR Book 6400 Page 573 - 577

STATE OF OHIO, COUNTY OF BUTLER, SS:

The foregoing instrument was acknowledged before me this 20th day of August, 1999 by Brendan J. Burns, First Vice President of First National Bank of Southwestern Ohio, an Ohio corporation, on behalf of the corporation.

Marine S. Blair

Notary Public



MARINE S. BLAIR
Notary Public, State of Ohio
My Commission Expires Feb. 4 2004

This instrument prepared by:

MILLIKIN & FITTON LAW FIRM
A Legal Professional Association
Hamilton, Ohio
081999/s:JJRforms/standby waiver/pc

14 May, 1998

LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

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- 1) N17°14'33"W a distance of 171.21 feet;
- 2) along a curve to the right an arc distance of 318.17 feet; said curve having a radius of 1200.00 feet and a chord bearing of N09°38'48"W a distance of 317.24 feet;
- 3) N02°03'04"W a distance of 190.19 feet;
- 4) Along a curve to the right an arc distance of 240.79 feet, said curve having a radius of 1200.00 feet and a chord bearing of N03°41'51"E a distance of 240.39 feet;
- 5) N09°26'45"E a distance of 33.47 feet;
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LEGAL DESCRIPTION

48.90 ACRES

"TRACT ONE"

(Continued)

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containing 48.90 acres, more or less, and being subject to all rights-of-way and easements.

now part lot 485 and entire lots 1993, 1994, and 1995 Fairfield Township
(Jack Grove 8-27-99)

A0300023000066

A0300051000018

A0300051000017

A0300051000016

16 April, 1998

LEGAL DESCRIPTION

13.60 ACRES

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now parts of lot 485 Fairfield Township (Jack Grove 8-27-99).