

**RESOLUTION NO. 2019- 121**

**A RESOLUTION AUTHORIZING ENTERING INTO AN AGREEMENT  
WITH THE DEER PARK COMMUNITY CITY SCHOOL DISTRICT AND  
DISPENSING WITH A SECOND READING**

**WHEREAS**, the Board of Township Trustees of Sycamore Township intends to introduce legislation providing for the use of tax-increment financing on the Capital Investment Group Development; and

**WHEREAS**, pursuant to O.R.C. 5709.82, the Board of Township Trustees of Sycamore Township desires to enter into an agreement with the Deer Park Community City School District providing for compensation to the school district and the joint vocational school district as a result of the use of such tax-increment financing;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** That the Board of Township Trustees, pursuant to Ohio Revised Code Section 5709.82 hereby authorizes an Agreement with the Deer Park Community City School District providing for compensation to the Deer Park Community City School District and the Great Oaks Institute of Technology and Career Advancement as set forth on the attached Exhibit A for the Capital Investment Group Development tax increment financing project. Sycamore Township has received approval of the Agreement from the Deer Park Community City School District and the Great Oaks Institute of Technology and Career Advancement.

**SECTION 2.** Any requirement that this Resolution be read on two separate days is hereby dispensed.

**SECTION 3.** This Resolution shall take effect on the earliest date allowed by law.

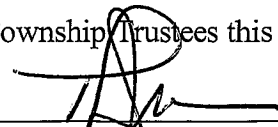
**VOTE RECORD:**

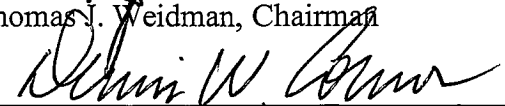
Mr. Connor Aye

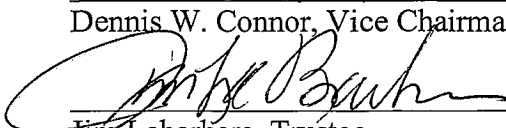
Mr. LaBarbara No

Mr. Weidman Aye

PASSED at a regular meeting of the Board of Township Trustees this 7<sup>th</sup> day of November, 2019.

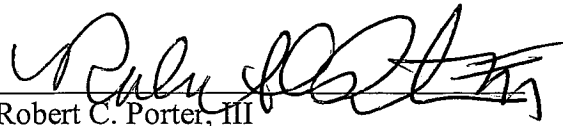
  
\_\_\_\_\_  
Thomas J. Weidman, Chairman

  
\_\_\_\_\_  
Dennis W. Connor, Vice Chairman

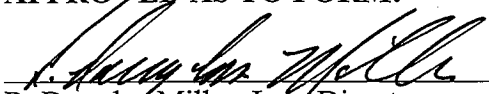
  
\_\_\_\_\_  
Jim LaBarbara, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, this 7<sup>th</sup> day of November, 2019.

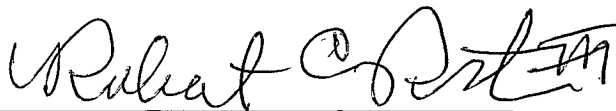
  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**

  
R. Douglas Miller, Law Director

**PROOF OF PUBLICATION**

I hereby certify that this Resolution was published in the Cincinnati Enquirer on  
November 15, 2019, and November 22, 2019.

A handwritten signature in black ink, appearing to read "Robert C. Porter, III". The signature is written in a cursive style with a horizontal line underneath it.

Robert C. Porter, III, Fiscal Officer,  
Sycamore Township, Ohio

# EXHIBIT A

## AGREEMENT RELATING TO SCHOOL BOARD COMPENSATION

THIS AGREEMENT RELATING TO SCHOOL BOARD COMPENSATION (this "**Agreement**"), is made and entered into as of the 1<sup>st</sup> day of November, 2019 (the "**Effective Date**"), by and among the **BOARD OF TRUSTEES OF SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO** (the "**Township**"), **CAPITAL INVESTMENT DEVELOPMENT GROUP, LLC**, an Ohio limited liability company, ("**Company**"), and the **BOARD OF EDUCATION OF THE DEER PARK COMMUNITY CITY SCHOOL DISTRICT**, a board of education under the laws of the state of Ohio, ("**DPCCSD**" together with Company and the Township, each a "**Party**" and collectively the "**Parties**").

### RECITALS:

- A. The Company intends to construct a mixed-use development (the "**Project**") on certain real property as depicted and described on Exhibit A attached hereto (the "**Property**").
- B. The Company and the Township intend to employ Tax Increment Financing to assist in financing necessary improvements (the specific tax increment financing area to be approved by the Township for the Project being hereinafter the "**TIF**").
- C. DPCCSD is amenable to the Township's use of TIF in order to facilitate the construction of public infrastructure improvements needed to support the Project including but not limited to, a parking garage (the "**Public Improvements**").
- D. Section 5709.73 of the Ohio Revised Code authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make annual payments to the township in lieu of taxes ("**Service Payments**"), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the value of the parcel of property but for the exemption from taxation.
- E. DPCCSD, the Township, and the Company have reached an agreement whereby, notwithstanding the TIF, the Township will compensate DPCCSD for a portion of foregone tax revenue.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### ***Definitions***

"**Market Value**" means the true (market) value of real property in Hamilton County as determined by the Hamilton County Auditor from time to time

"**Assessed Value**" means 35% of the Market Value for any property for any given tax year.

"**Baseline Value**" means the Assessed Value of the Property for Tax Year 2017, payable 2018. This value is \$2,124,605.

"**School District Millage**" means 56.092 mills (the total effective commercial millage of DPCCSD applicable to the Property in Tax Year 2017, payable 2018).

"**School District Tax Value**" means the School District Millage divided by 1,000 (such value being .056092).

"**JVSD Millage**" means 2.3875 mills (the total effective commercial millage of the GREAT OAKS INSTITUTE OF TECHNOLOGY AND CAREER DEVELOPMENT (the "**JVSD**") applicable to the Property in Tax Year 2017, payable 2018).

"**JVSD Tax Value**" means the JVSD Millage divided by 1,000 (such value being .0023875).

"**Tax Year**" means January 1 through December 31 of any given calendar year.

1. **Approval of the TIF.** As provided in the resolution passed by the DPCCSD, the DPCCSD approves the TIF for up to 100% of the increased value to each parcel included in the exempted property for up to 30 years.

2. **School PILOT Payments.** The Company will make or cause to be made to DPCCSD an initial payment in lieu of taxes (the "**School PILOT**") in the amount equal to (i) the product of School District Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 10.0694, such payment to be due upon closing of the first series of securities issued and secured by revenues of the TIF (currently anticipated to be in December of 2019).

3. **JVSD PILOT Payments.** In the year that the School PILOT is paid, the Company will make or cause to be made to the JVSD an initial payment in lieu of taxes (the "**JVSD PILOT**") in an amount equal to (i) the product of JVSD Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 10.0694, such payment to be due upon closing of the first series of securities issued and secured by revenues of the TIF (currently anticipated to be in December of 2019).

4. **Township Payments to DPCCSD.** Within fifteen (15) days after the Township receives Service Payments with respect to the TIF, but no later than fifteen (15) days after final settlement is received from the County Auditor, the Township shall pay to the DPCCSD (but solely

from the Service Payments received by the Township from the TIF), by bank or cashier's check or other mutually agreeable manner, the following amounts (collectively, the "DPCCSD PILOT Payments") during the following periods of time:

- a. Beginning Tax Year 2022 (payable 2023) and continuing through Tax Year 2031 (payable 2032), DPCCSD shall be paid an amount equal to (i) the product of School District Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 1.6782.
- b. Beginning Tax Year 2032 (payable 2033) and continuing through Tax Year 2041 (payable 2042), and payable in semi-annual installments at the times that real property taxes would otherwise be payable for such Tax Year, an amount equal to (i) the product of School District Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 2.5173.
- c. Beginning Tax Year 2042 (payable 2043) and continuing through the remaining duration of the TIF, and payable in semi-annual installments at the times that real property taxes would otherwise be payable for such Tax Year, an amount equal to (i) the product of School District Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 3.3565.

Notwithstanding the foregoing, if the Township receives Service Payments in Tax Year 2021 (payable 2022), the foregoing timetable will be moved up by one (1) year (e.g. the payments under subparagraph (a) will commence in Tax Year 2021 (payable 2022), under subparagraph (b) will commence in Tax Year 2031 (payable 2032), and under subparagraph (c) will commence in Tax Year 2041 (payable 2042)); provided, however, that for Tax Year 2021 (payable 2022) only, the payment due under subparagraph (a) shall be reduced 50%.

**5. Township Payments to JVSD.** Within fifteen (15) days after the Township receives Service Payments with respect to the TIF, but no later than fifteen (15) days after final settlement is received from the County Auditor, the Township shall pay to the JVSD (but solely from the Service Payments received by the Township from the TIF), by bank or cashier's check or other mutually agreeable manner, the following amounts (collectively, the "JVSD PILOT Payments", and together with the DPCCSD PILOT Payments, the School PILOT, and the JVSD PILOT, the "School Compensation") during the following periods of time:

- a. Beginning Tax Year 2022 (payable 2023) and continuing through Tax Year 2031 (payable 2032), and payable in semi-annual installments at the times that real property taxes would otherwise be payable for such Tax Year, an amount equal to (i) the product of JVSD Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 1.6782.

- b. Beginning Tax Year 2032 (payable 2033) and continuing through Tax Year 2041 (payable 2042), and payable in semi-annual installments at the times that real property taxes would otherwise be payable for such Tax Year, an amount equal to (i) the product of JVSD Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 2.5173.
- c. Beginning Tax Year 2042 (payable 2043) and continuing through the remaining duration of the TIF, and payable in semi-annual installments at the times that real property taxes would otherwise be payable for such Tax Year, an amount equal to (i) the product of JVSD Tax Value multiplied by the Baseline Value, multiplied by (ii) a factor of 3.3565.

Notwithstanding the foregoing, if the Township receives Service Payments in Tax Year 2021 (payable 2022), the foregoing timetable will be moved up by one (1) year (e.g. the payments under subparagraph (a) will commence in Tax Year 2021 (payable 2022), under subparagraph (b) will commence in Tax Year 2031 (payable 2032), and under subparagraph (c) will commence in Tax Year 2041 (payable 2042)); provided, however, that for Tax Year 2021 (payable 2022) only, the payment due under subparagraph (a) shall be reduced 50%.

6. **Excess Payments.** To the extent that the Township receives Service Payments attributable in any calendar year (excluding Service Payments attributable to past due or delinquent payments) in an amount greater than the sum of (i) any fees attributable to the collection of such Service Payments by the County Treasurer or County Auditor, (ii) debt service and administrative expenses (including but not limited to legal fees, trustee fees, and fees of the Port of Greater Cincinnati Development Authority, if any) due and payable in that calendar year on any bonds or other securities secured by a pledge of the Service Payments (hereinafter the "***Surplus Service Payments***") shall be paid (at the times and in the manner that other Township payments are made pursuant to Section 4 hereof) to DPCCSD and the JVSD in accordance with the following formula (such formula being the ratio between the School District Millage and the JVSD Millage):

- a. 95.9% to DPCCSD
- b. 4.1% to the JVSD

7. **Duration of Agreement; Amendment.** This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as the TIF is in effect. This Agreement may be amended only by mutual agreement of the parties hereto. 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.

8. **Notices.** All notices, demands, consents, statements, requests, or other communications hereunder, or required by law, shall be in writing, and shall be deemed properly delivered when and if: (a) personally delivered; (b) delivered by overnight private courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries; (c) sent via email; or (d) mailed United States, mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties hereto and other persons, at their respective addresses set forth below or as they may hereafter specify by written notice delivered in accordance herewith. Notices shall be deemed to have been given at the time of delivery if hand delivered (or if delivery is refused or cannot be effected during normal business hours), date of record of receipt if deposited with any private courier service, date of postmark if sent by United States mail, or the date such notice is sent if sent via email. A person receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.

Township: Sycamore Township, Hamilton County, Ohio  
8450 Kenwood Road  
Cincinnati, Ohio 45236  
Attn: Township Administrator

with a copy to: Donnellon & Miller  
9079 Montgomery Road  
Cincinnati, Ohio 45242  
Attn: R. Douglas Miller

Company: Capital Investment Development Group, LLC  
226 East 8th Street  
Cincinnati, OH 45202

with a copy to: Keating Muething & Klekamp PLL  
One East Fourth Street  
Suite 1400  
Cincinnati, Ohio 45202  
Attention: Richard D. Spoor  
Telephone: (513) 579-6424  
Fax: (513) 579-6457  
Email: rspoor@kmklaw.com

DPCCS D: Deer Park Community City School District  
8688 Donna Lane



Cincinnati, Ohio 4236  
Attn: President Board of Education

with a copy to: Ennis Britton Co., L.P.A.  
1714 West Galbraith Road  
Cincinnati, Ohio 45239  
Attn: Gary Stedronsky

9. **Contests.** Nothing in this Agreement is intended to prevent Company or the owners from time to time of the Property from contesting the real estate valuation of the Property (including the Project). Notwithstanding the foregoing, nothing in this paragraph shall be construed to relieve Company of the duty to make the School PILOT and JVSD PILOT as required under this Agreement.

10. **Default and Remedies.** In the event that any Party defaults under the terms of this Agreement, then the non-defaulting Party may, after providing the defaulting Party with at least thirty (30) days' prior written notice, either: (a) elect to enforce the terms hereof by action for specific performance; or (b) bring an action for damages. In the event of any action or proceeding brought by a Party against the other Party under this Agreement, the prevailing party shall be entitled to recover all reasonable costs and expenses, including attorneys' and experts' fees, court costs and expenses, that the prevailing party has actually incurred in such action and proceeding. Late payments of less than twelve (12) months shall not be considered as a Default.

11. **Duration of Agreement.** This Agreement shall become effective on the Effective Date and shall terminate upon the final payment of the School Compensation, except as otherwise provided herein.

12. **Assignment.** DPCCSD and the Township shall not assign their interests under this Agreement. Company shall not assign its interests or obligations under this Agreement except in connection with a simultaneous conveyance or conveyances, as the case may be, by Company of its interests in the Property. The foregoing, however, shall not be construed as prohibiting Company from assigning its interests under this Agreement, as collateral security, to the lender(s) that will be providing financing for the Project. In the event that Company assigns this Agreement, it shall provide written notice of such assignment to DPCCSD within a reasonable period of time of such assignment, but in no event later than the date upon which the next succeeding PILOT Payment is due.

13. **Further Assurances; Cooperation with Respect to Approvals.** Each Party hereto hereby agrees to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the intent of this Agreement. Except as otherwise

provided herein, no Party shall unreasonably withhold, condition or delay any consent or approval rights granted under this Agreement. Any consent or approval required under this Agreement from or on behalf of DPCCSD shall only require the consent or approval of the then Superintendent of DPCCSD.

14. **Exemption and Acknowledgement of Compensation.** By entering into this Agreement, DPCCSD hereby waives its right to challenge the validity of the TIF, and such waiver is a material inducement for Company to enter into this Agreement. Additionally, DPCCSD acknowledges that the School PILOT and the School PILOT Payments are its only compensation for the TIF. Notwithstanding anything herein or elsewhere to the contrary, this Agreement shall not affect the payment of taxes on the portion of the Property not otherwise exempt from real property taxation.

15. **Waiver of Notices.** DPCCSD waives its rights to notice under Ohio Revised Codes Section 5709.73, 5709.83 and 5715.27 with respect to the TIF.

16. **General Provisions.** Time is of the essence in this transaction, provided that if any date upon which some action, notice or response required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day. This Agreement may be executed by facsimile or e-mail (if promptly followed by the original) and in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing any such counterpart. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Ohio. The recitals to this Agreement are incorporated in the body of this agreement and form an integral part hereof. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part hereof. No provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party being deemed to have drafted or structured such provisions.

*[Remainder of page intentionally left blank]*

WITNESS WHEREOF, Company and DPCCSD have caused the execution of this Agreement as of the Effective Date.

**COMPANY:**

**CAPITAL INVESTMENT DEVELOPMENT GROUP, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DPCCSD:**

**DEER PARK COMMUNITY CITY SCHOOL DISTRICT,**  
a board of education under the laws of the state of Ohio

By: Peggy Bosse  
Name: Peggy Bosse  
Its: Board President

**TOWNSHIP:**

**BOARD OF TRUSTEES OF SYCAMORE TOWNSHIP,**  
**HAMILTON COUNTY, OHIO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO BY JVSD:**

**GREAT OAKS INSTITUTE OF TECHNOLOGY  
AND CAREER ADVANCEMENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

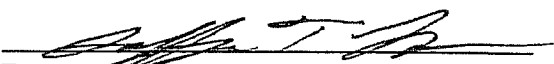
**JVSD FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the GREAT OAKS INSTITUTE OF TECHNOLOGY AND CAREER ADVANCEMENT ("JVSD"), hereby certifies that the moneys required to meet the obligations of the JVSD during the year 2019 under the foregoing agreement have been lawfully appropriated by the Board of the JVSD for such purpose and are in the treasury of the JVSD or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Treasurer,  
Great Oaks Institute of Technology and Career  
Advancement

**SCHOOL DISTRICT FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Board of Education of the Deer Park Community City School District, hereby certifies that the moneys required to meet the obligations of the Board of Education during the year 2019 under the foregoing agreement have been lawfully appropriated by the Board of Education of the Deer Park Community City School District for such purpose and are in the treasury of the Board of Education or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

  
Treasurer  
Board of Education of the Deer Park Community City  
School District

November 5, 2019

**TOWNSHIP FISCAL OFFICER'S CERTIFICATE**

The undersigned, Fiscal Officer of Sycamore Township, Hamilton County, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2019 under the foregoing agreement have been lawfully appropriated by the Board of Trustees of the Township for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code:

\_\_\_\_\_  
Fiscal Officer  
Sycamore Township, Hamilton County, Ohio

\_\_\_\_\_, 2019

**Exhibit A**

**The Property**

**(by Hamilton County Auditor Parcel ID and by Legal Description of overall TIF area)**

600-0210-0659-00	600-0210-0712-00
600-0210-0660-00	600-0210-0725-00
600-0210-0661-00	600-0210-0715-00
600-0210-0662-00	600-0210-0716-00
600-0210-0663-00	600-0210-0709-00
600-0210-0664-00	600-0210-0717-00
600-0210-0665-00	600-0210-0708-00
600-0210-0666-00	600-0210-0718-00
600-0210-0677-00	600-0210-0707-00
600-0210-0676-00	600-0210-0710-00
600-0210-0713-00	600-0210-0711-00

**Legal Description**

**DESCRIPTION OF  
KENWOOD ROAD CONSOLIDATED PARCEL  
HAMILTON COUNTY, OHIO  
NOVEMBER 4, 2019**

Situate in Section 13, Township 4, Entire Range 1, in the Township of Sycamore, County of Hamilton, State of Ohio, and being all of Lots 1 through 8 inclusive of Holiday Acres Subdivision Block A as recorded in Plat Book 84, page 38 and as conveyed to Sycamore Creek II, LLC by the following deeds: Official Record Volume 13507, page 1993 (Lot 1), Official Record Volume 13535, page 1559 (Lot 2), Official Record Volume 13507, page 1981 (Lot 3), Official Record Volume 13855, page 1711 (Lots 4 through 7 inclusive), and Official Record Volume 13517, page 1860 (Lot 8), all of Lots 17 and 30 of Holiday Acres Subdivision Block B as recorded in Plat Book 84, page 88 and conveyed to Sycamore Creek II, LLC by deed recorded in Official Record Volume 13855, page 1711, and all of Lots 18 through 29 inclusive of Holiday Acres Subdivision Block E as recorded in Plat Book 89, page 30 and conveyed to Sycamore Creek II, LLC by the following deeds: Official Record Volume 13507, page 1990 (Lot 18), Official Record Volume 13507, page 1993 (Lots 19, 24, and 25), Official Record Volume 13511, page 724 (Lots 20 and 23 and Pt Lot 22), Official Record Volume 13855, page 1703 (Lot 21 and Pt Lot 22), Official Record Volume 13855, page 1714 (Lot 26), Official Record Volume 13855, page 1706 (Lot 27), Official Record Volume 13855, page 1709 (Lot 28), and Official Record Volume 13855, page 1711 (Lot 29) (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Hamilton County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as

follows:

**BEGINNING** at an iron pin found at the northeast corner of Lot 39 of Holiday Acres Subdivision Block B as recorded in Plat Book 84, page 88, said point being on the south right of way line of Happiness Way;

thence along the south right of way line of said Happiness Way, South eighty-four degrees fourteen minutes thirty seconds East ( $S84^{\circ}14'30''E$ ), for five hundred ninety-seven and 50/100 feet (597.50') to an iron pin found;

thence continuing along said line, on a curve to the right with a radius of twelve and 50/100 feet (12.50') for an arc distance of nineteen and 63/100 feet (19.63') {chord bearing South thirty-nine degrees fourteen minutes thirty seconds East ( $S39^{\circ}14'30''E$ ) for seventeen and 68/100 feet (17.68'), delta angle of said curve being ninety degrees no minutes no seconds ( $90^{\circ}00'00''$ )} to an iron pin found on the west right of way line of Kenwood Road;

thence along the west line of said Kenwood Road, South five degrees forty-five minutes thirty seconds West ( $S05^{\circ}45'30''W$ ), for five hundred fifteen and 89/100 feet (515.89') to an iron pin found at the northeast corner of a 0.274 acre tract as conveyed to Kenwood Place Venture LLC by deed recorded in Official Record Volume 12200, page 2094;

thence along the north line of said 0.274 acre tract, the north line of a 1.422 acre tract of land as conveyed to Sycamore Township, Ohio by deed recorded in Official Record Volume 104231, page 1621 and the north line of Lots 56, 55, and 54 of Kenwood Acres Subdivision Block C Part 2 as recorded in Plat Book 107, page 11, North eighty-two degrees twenty-two minutes thirty seconds West ( $N82^{\circ}22'30''W$ ), for six hundred ten and 32/100 feet (610.32') to an iron pin found at the southeast corner of Lot 45 of Holiday Acres Subdivision Block B as recorded in Plat Book 84, page 88 and on the north line of Lot 54 of said Kenwood Acres Subdivision Block C Part 2;

thence along the east line of Lots 45, 44, 43, 42, 41, 40, and 39 of said Holiday Acres Block B, North five degrees forty-five minutes thirty seconds East ( $N05^{\circ}45'30''E$ ), for five hundred eight and 51/100 feet (508.51') to the **POINT OF BEGINNING**, containing 7.259 acres, more or less, subject however to all covenants, conditions, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

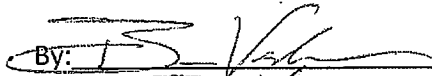
All monuments found are in good condition unless otherwise noted.

Bearings are based upon the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from said coordinate system by GPS observations and observations of selected stations in the National Geodetic Survey Continuously Operating Reference Station (NGS CORS) Network.

This description was prepared under the direction of Gary S. Swierz, Ohio Registered Surveyor No. 7776, of Woolpert Inc., based upon a field survey performed during October, 2019.

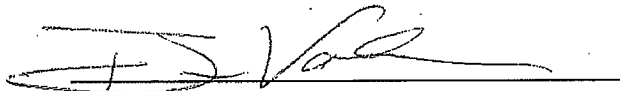
**ACKNOWLEDGED AND AGREED TO BY JVSD:**

**GREAT OAKS INSTITUTE OF TECHNOLOGY  
AND CAREER ADVANCEMENT**

By:   
Name: BEN VANHORN  
Its: TREASURER / CFO

**JVSD FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the GREAT OAKS INSTITUTE OF TECHNOLOGY AND CAREER ADVANCEMENT ("JVSD"), hereby certifies that the moneys required to meet the obligations of the JVSD during the year 2019 under the foregoing agreement have been lawfully appropriated by the Board of the JVSD for such purpose and are in the treasury of the JVSD or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.



Treasurer,  
Great Oaks Institute of Technology and Career  
Advancement