

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1430

Adopted Date September 19, 2017

AUTHORIZE THE POSTING OF THE "ECONOMIC DEVELOPMENT SPECIALIST" POSITION, WITHIN THE ECONOMIC DEVELOPMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A).

WHEREAS, there exists an opening for the "Economic Development Specialist" position within the Economic Development Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Economic Development Specialist" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 20, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)  
OMB – S. Spencer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1431

Adopted Date September 19, 2017

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF RUSSELL T. STEPHENSON, SEWER MAINTENANCE FOREMAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE DECEMBER 31, 2017

BE IT RESOLVED, to accept the resignation, due to retirement, of Russell T. Stephenson, Sewer Maintenance Foreman, within the Warren County Water and Sewer Department, effective December 31, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
R. Stephenson's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Theresa Reier

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1432

Adopted Date September 19, 2017

AUTHORIZE THE POSTING OF THE "SEWER MAINTENANCE FOREMAN" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Sewer Maintenance Foreman" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Sewer Maintenance Foreman" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 20, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1433

Adopted Date September 19, 2017

ACCEPT RESIGNATION OF MELLICHA PETERS, CUSTODIAN, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE SEPTEMBER 7, 2017

WHEREAS, Ms. Peters stated she quit on September 7, 2017 without signing a resignation letter and has failed to report to work since September 8, 2017; and

NOW THEREFORE BE IT RESOLVED, to accept the resignation of Mellicha Peters, Custodian, within the Warren County Facilities Management Department, effective September 7, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
M. Peters Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1434

Adopted Date September 19, 2017

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 20, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)  
OMB Sue Spencer

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1435

Adopted Date September 19, 2017

ACCEPT RESIGNATION OF MICHAEL BUNNER, DIRECTOR OF EMERGENCY SERVICES, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE SEPTEMBER 29, 2017

NOW THEREFORE BE IT RESOLVED, to accept the resignation of Michael Bunner, Director of Emergency Services, within the Warren County Emergency Services Department, effective September 29, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
M. Bunner's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1436

Adopted Date September 19, 2017

DECLARE VARIOUS ITEMS WITHIN AUDITOR'S OFFICE, BUILDING AND ZONING, BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, COMMON PLEAS COURT, DRUG TASK FORCE, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, HEALTH DEPARTMENT, HUMAN SERVICES, MARY HAVEN, SHERIFF'S OFFICE, VETERANS, AND WATER & SEWER DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

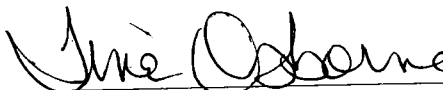
BE IT RESOLVED, to authorize disposal of various items from Auditor's Office, Building and Zoning, Board of Developmental Disabilities, Board of Elections, Common Pleas Court, Drug Task Force, Engineer's Office, Facilities Management, Health Department, Human Services, Mary Haven, Sheriff's Office, Veterans, and Water & Sewer Department in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/jm

cc: 2017 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Auditor

Aug 7, 2017

003

### Various Office Computer Supplies, etc

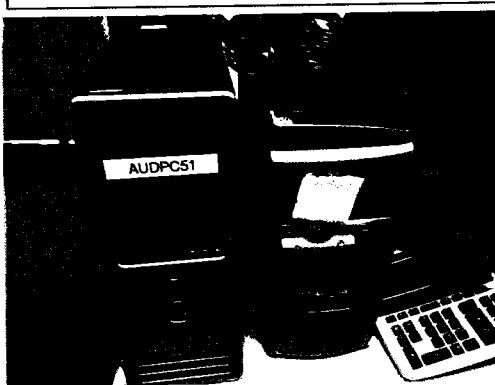
Lot of Multiple Items



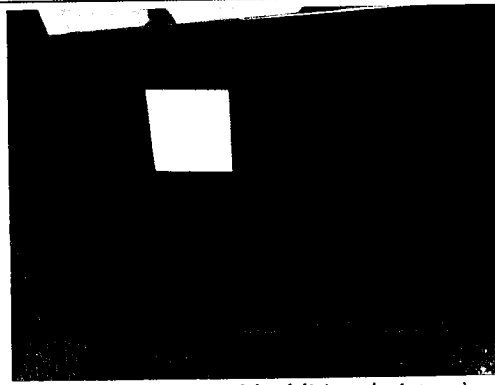
Qty	Brand	Model	Working Condition Y/N	Description
1	IBM	Wheelwriter	N	by Lexmark Item #07225
1	DELL	PRECISION	N	TOWER T3400#22152 AUDPC51
1	COMPAQ	EVO	N	TOWER #12639
1	HP	COMPAQ	N	TOWER #21220
1	DELL	PRECISION	N	T3400 TOWER #22154
1	HP	15"		MONITOR 1755 #19728
1	SAMSUNG	17"		MONITOR #21341
1	DELL	15"		MONITOR #23839
1	SHARP			ADDING MACHINE
4				KEYBOARDS & 2 MOUSE

Additional Comments

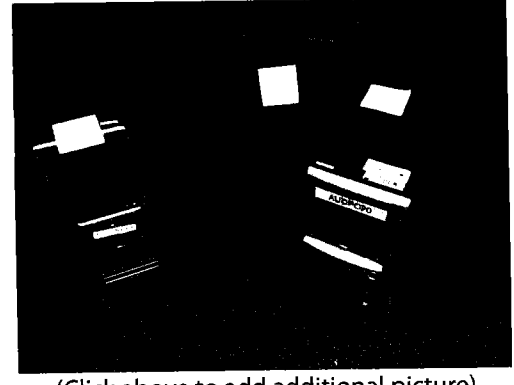
Empty box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Rosie Crogan

Title: Deputy Auditor

Phone Number 513-695-1235

Location of Item: Auditor's office 2nd floor - Room 211 Behind Becky

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Building & Zoning

001

2008 FORD F-150



Vehicle

Vin #

1FTRX14W18FB59416

Title restriction?

Yes  No

Odometer Reading

146546

Yes

Accurate?

No  Unknown

Year

2008

Make

FORD

Model

F-150

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

RED

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust

Severe dents, Dings  
Scratches or Rust

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

4.6L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 4WD, GREY INTERIOR, FACTORY AM/FM STEREO, A/C, REMOTE MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS. VEHICLE HAS MISFIRE ON CYLINDER #8, OIL DIPSTICK TUBE BROKEN OFF DUE TO RUST, INTAKE COOLANT LEAK, POWER STEERING LEAK.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Jerry Spurling

Title: Chief Building Official

Phone Number 513-695-2650

Location of Item: 1433 WEST MAIN STREET LEBANON, OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

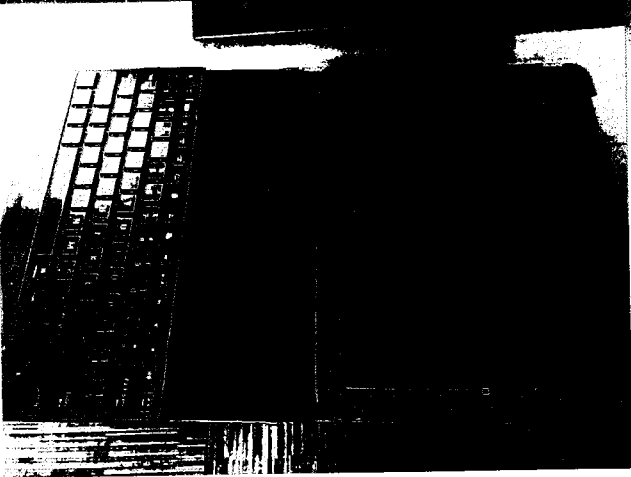
Board of DD

Jul 17, 2017

012

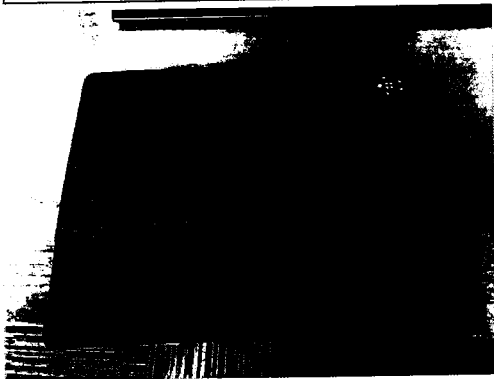
### Lot of 8 - 4th gen Ipad

Lot of Multiple Items

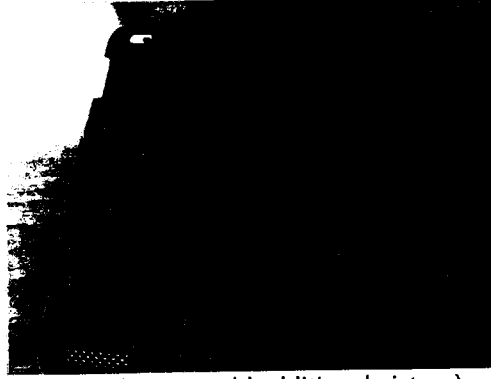


Qty	Brand	Model	Working Condition Y/N	Description
8	Apple	Ipad - 4th Ge	N	Home button is damaged, unable to boot devices up.

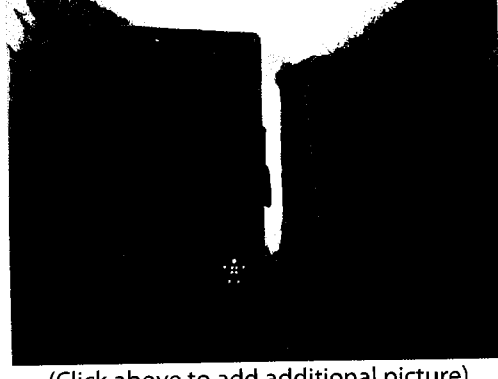
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

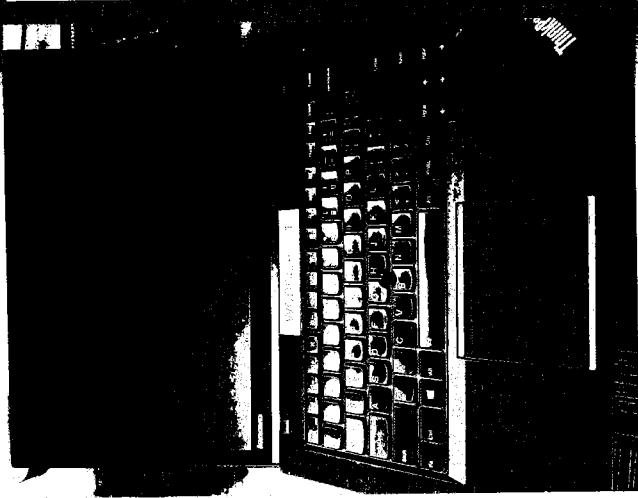
## GovDeals Item Inspection Form

Board of DD

Aug 17, 2017

013

### Lot of 5 Lenovo T440 Laptops



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Lenovo	T440	y	Lenovo T440 Laptops

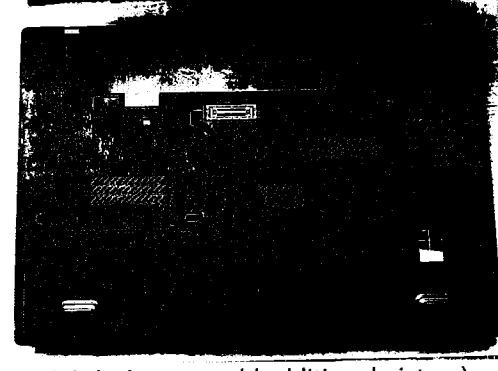
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
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# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

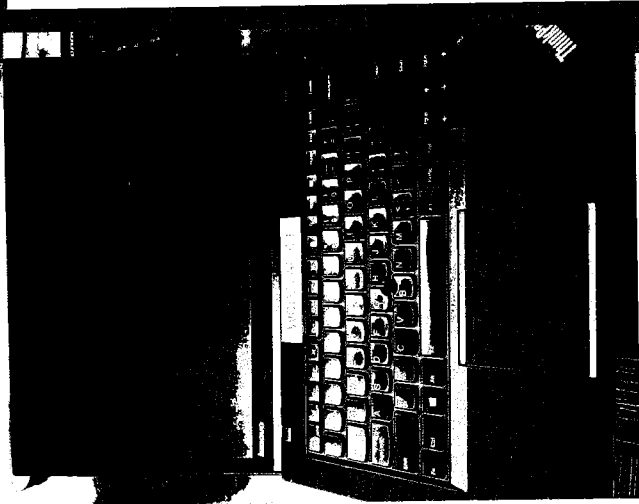
## GovDeals Item Inspection Form

Board of DD

Aug 17, 2017

014

### Lot of 5 Lenovo T440 Laptops



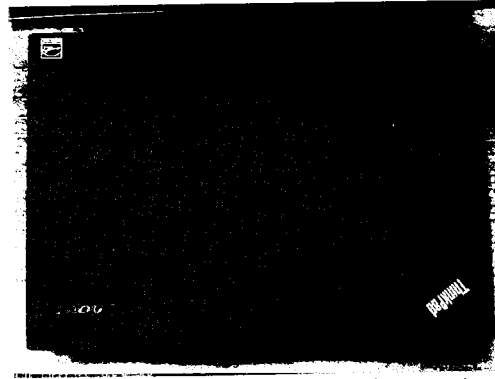
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Lenovo	T440	y	Lenovo T440 Laptops

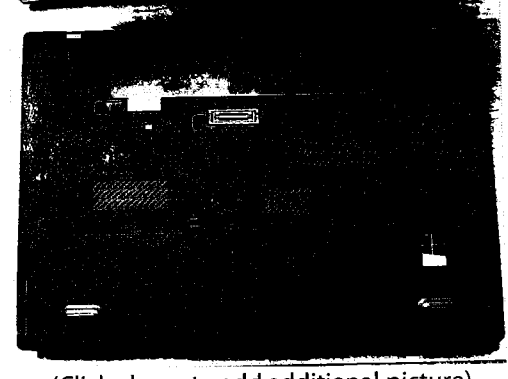
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles). Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

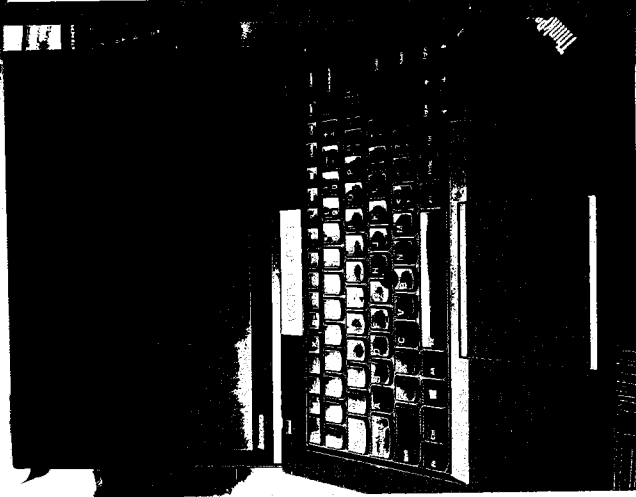
## GovDeals Item Inspection Form

Board of DD

Aug 17, 2017

015

### Lot of 5 Lenovo T440 Laptops



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Lenovo	T440	y	Lenovo T440 Laptops

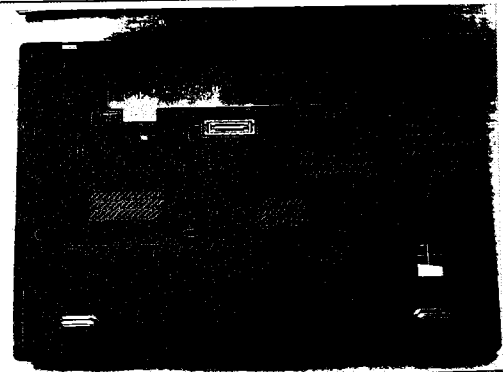
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

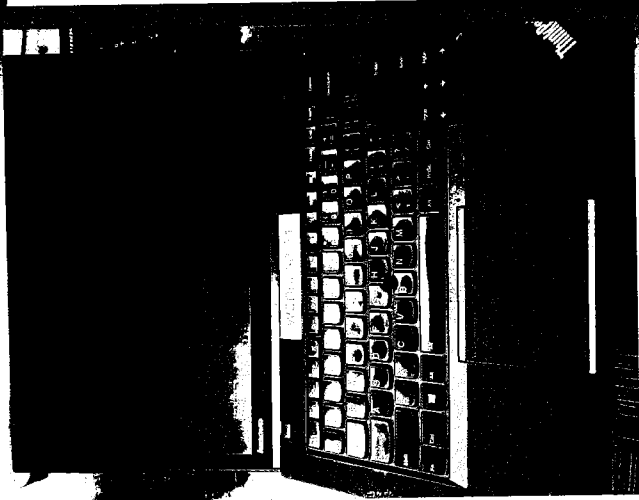
## GovDeals Item Inspection Form

Board of DD

Aug 17, 2017

016

### Lot of 5 Lenovo T440 Laptops



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	Lenovo	T440	y	Lenovo T440 Laptops

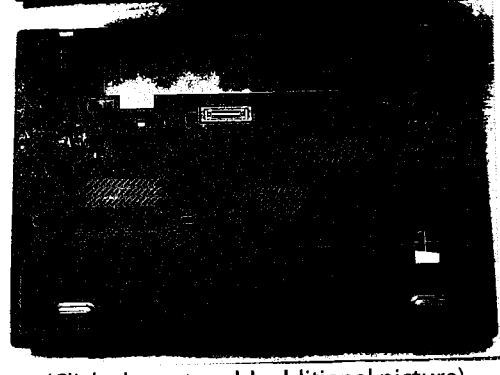
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Logan Stringer

Title: IT Manager

Phone Number 513-228-6512

Location of Item: 42 Kings Way, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of Elections

Jul 17, 2017

001

### DELL SERVER Computer Device



Select item type

Single Item

Category

Computers, Parts and Supplies

Brand

Dell

Model #

LR64523C

Serial #

1JP5LK1

Date Removed From Service

12/31/10

Did Item Work When Removed?

Yes

No

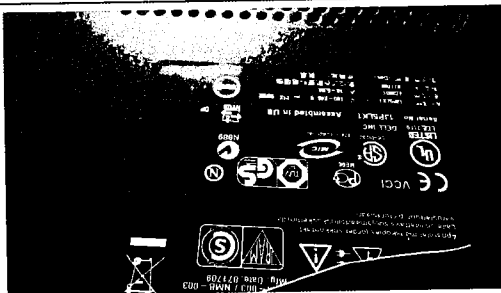
Unknown

Additional Comments

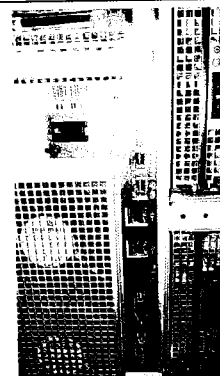
Empty text box for additional comments.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Michael E. Moore

Title: Elections Administrator

Phone Number 513-695-2685

Location of Item: Board of Elections Warehouse, 520 Justice Dr., Lebanon, 45040

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of Elections

Jul 17, 2017

002

### Assorted Office and Conference Room Chairs

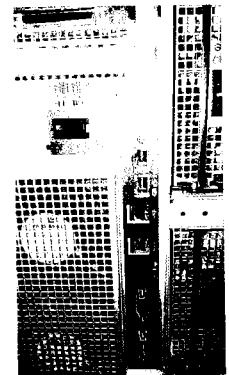
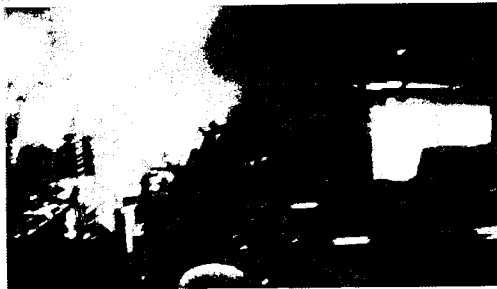
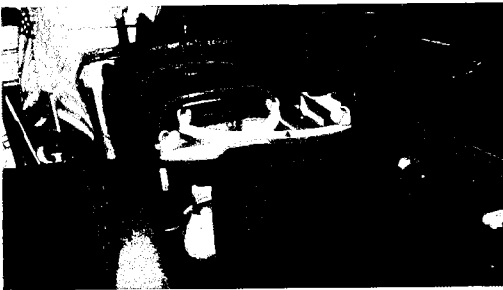
Select Item Type

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
18			Y	Assort Office and Conference Room Chairs

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Michael E. Moore

Title: Elections Administrator

Phone Number 513-695-2685

Location of Item: Board of Elections Warehouse, 520 Justice Dr., Lebanon, 45040

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Aug 8, 2017

023

### Large Wood 4-Drawer File Cabinet with Extension Top



Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

1/3/17

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

Large 4 drawer file cabinet - roughly 8 ft x 3 ft  
Extension Top same size that attaches to cabinet  
in good shape, drawers need to be adjusted



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Old Prosecutors Office 500 Justice Drive Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Aug 29, 2017

024

### Gray Upholstered Chairs

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
10				Gray Upholstered Chairs

Additional Comments

(10) Gray Upholstered Chairs - a couple chairs do have small tears in the seat, otherwise in good condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Old Prosecutor's Office 500 Justice Dr Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Aug 29, 2017

025

### Maroon Hard Plastic Chairs/Metal Base



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
7				Hard Plastic Chairs

Additional Comments

(7) Maroon Hard Plastic Chairs with metal arms and base in good condition; very sturdy



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Old Prosecutor's Office 500 Justice Dr Lebanon OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Common Pleas Court - General

Aug 30, 2017

026

### Upholstered Chairs - Maroon colored



Lot of Multiple Items

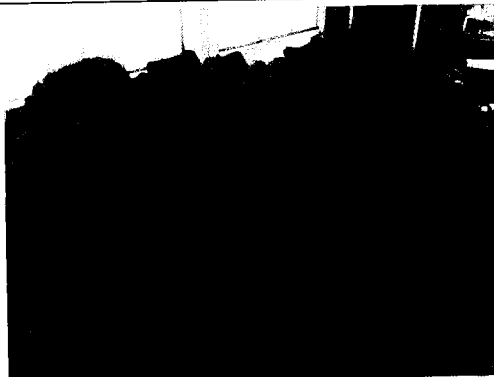
Qty	Brand	Model	Working Condition Y/N	Description
24				Maroon colored upholstered chairs
4				Maroon colored upholstered chairs w/arms

Additional Comments

Maroon colored Upholstered Chairs - 22 with no arms; 4 with arms  
Good condition



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Cindy Prewitt

Title: Fiscal Coordinator

Phone Number 513-695-2596

Location of Item: Old Prosecutor's Office, 500 Justice Drive, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

## Warren County Facilities Management

430 South East Street  
513-695-1463Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Drug Task Force

08/22/2017

110

## 2007 Cadillac CTS 3.6L V6



Vehicle

Vin # 1G6DP577270154087

Title restriction?  
 Yes  No

Odometer Reading 97,089

Accurate?  
 Yes  No  Unknown

Year 2007

Make

CADILLAC

Model CTS

Does it Start?

 Yes  No  With Boost

Does it run?

 Yes  No

Color White

Exterior Condition?

 Good  Minor Dents, Dings  
Scratches or rust Sever dents, Dings  
Scratches or Rust

Interior

 Cloth  Leather  Other

Interior Condition?

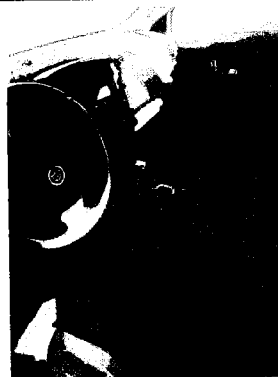
 Good  Fair  Poor

Additional Comments

Vehicle has some maintenance records available, was originally a seized car. Removed from service 7/3/17. Surface rust on fender, stains on headliner, trim is loose in interior.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Dana Chiaramonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WC Garage

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

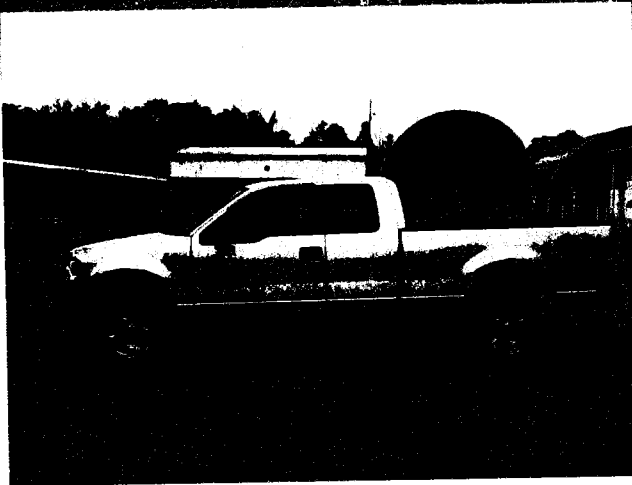
## GovDeals Item Inspection Form

Engineer

Aug 1, 2017

009

### 2008 Ford F-150 4X4



Vehicle

Vin # 1FTPX14V48FB53768

Title restriction?  
 Yes  No

Odometer Reading 175,675

Accurate?  
 Yes  No  Unknown

Year 2008

Make FORD

Model F-150

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color Silver

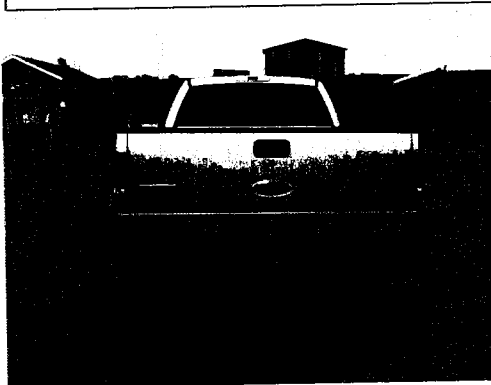
Exterior Condition?  
 Good  Minor Dents, Dings Scratches or rust  Sever dents, Dings Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

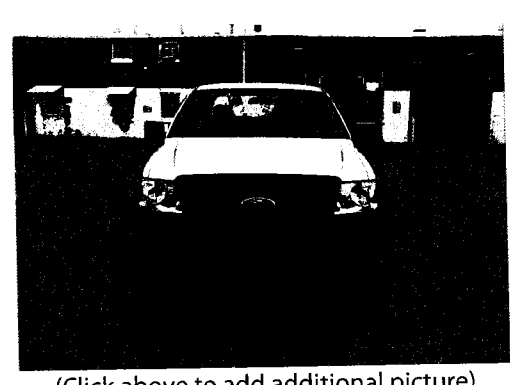
Runs and drives. Needs transmission work, and has a leak in the power steering system.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Alex Foltz

Title: Highway Clerk

Phone Number 513-695-3329

Location of Item: 105 Markey Road Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Engineer

Aug 1, 2017

010

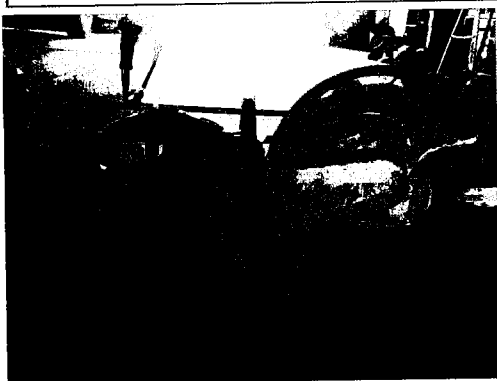
### Stihl Equipment

Lot of Multiple Items

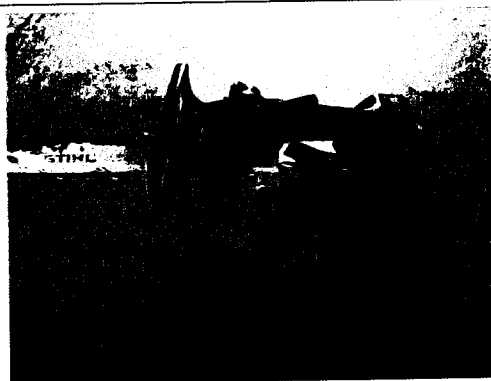


Qty	Brand	Model	Working Condition Y/N	Description
1	Stihl	TS420	UNK	Chop Saw
1	Stihl	MS201T	UNK	Chainsaw
1	Stihl	FS80	UNK	Weed eater
1	Stihl	FS106	UNK	Weed eater

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Alex Foltz

Title: Highway Clerk

Phone Number 513-695-3329

Location of Item: 105 Markey Road Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

ID ↓	INV#	Photo	Short Desc	Status	Start Date	End Date	Shortcuts
2831	FAC17047		Black 16' Utility Trailer	Sent to Auction	09/14/2017 10:12 AM	09/24/2017 10:12 AM	<input type="text"/>
2830	FAC17046		70 globe lights with balists	Sent to Auction	09/14/2017 10:10 AM	09/24/2017 10:10 AM	<input type="text"/>
2829	FAC17045		24 Skids of tile	Sent to Auction	09/14/2017 10:06 AM	09/24/2017 10:06 AM	<input type="text"/>
2828	FAC17044		4 Skids of misc concrete block	Sent to Auction	09/14/2017 10:00 AM	09/24/2017 10:00 AM	<input type="text"/>
2827	FAC17043		1 Roll of chain link fence with privacy slats	Sent to Auction	09/14/2017 9:59 AM	09/24/2017 9:59 AM	<input type="text"/>
2826	FAC17042		12 pieces of electrical 4" conduit	Sent to Auction	09/14/2017 9:58 AM	09/24/2017 9:58 AM	<input type="text"/>
2825	FAC17041		1 Guardrail	Sent to Auction	09/14/2017 9:48 AM	09/24/2017 9:48 AM	<input type="text"/>
2824	FAC17040		Concrete benches and tables	Sent to Auction	09/14/2017 9:47 AM	09/24/2017 9:47 AM	<input type="text"/>
2823	FAC17039		Corner seating and table	Sent to Auction	09/14/2017 9:44 AM	09/24/2017 9:44 AM	<input type="text"/>
2822	FAC17038		Heat exchanger	Sent to Auction	09/14/2017 9:43 AM	09/24/2017 9:43 AM	<input type="text"/>
2821	FAC17037		3 white dry erase boards	Sent to Auction	09/14/2017 9:42 AM	09/24/2017 9:42 AM	<input type="text"/>



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

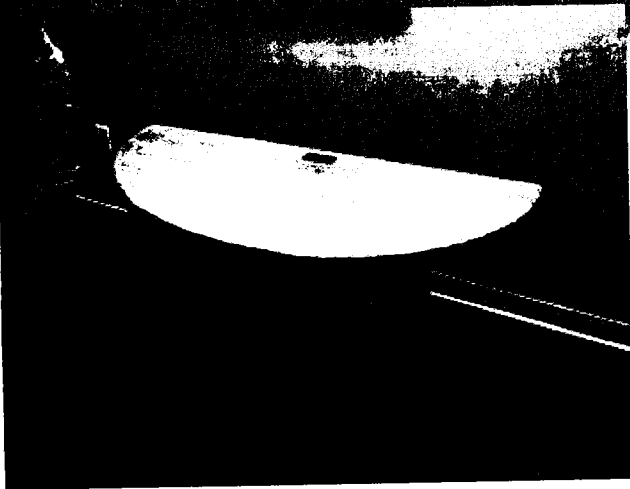
## GovDeals Item Inspection Form

Health Dept.

08-04-2017

012

### Table



Single Item

Category

Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

08-01-2017

Did Item Work When Removed?

Yes

No

Unknown

### Additional Comments

Small table w/access for computer cable, etc. Table top collapses down for flat storage.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036 (Conference Room #114)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Health Dept.

08-04-2017

013

Lot of pieces for built in lap top stands for auto's



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
4				Pieces from 4 auto lap top stands

Additional Comments

4 bases and 4 arms for Auto Lab Top Stands. May need bases and hardware for installation. These were fitted in an 06 Ford Ranger and 06/08 Chevy Impala's.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio 45036 (EH Lab)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

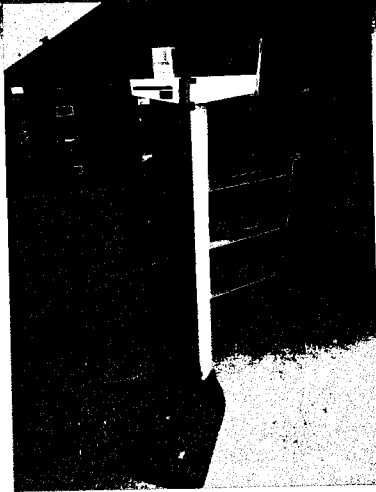
## GovDeals Item Inspection Form

Health Dept.

08-04-2017

014

### Scale



Item type: Single Item

Category: Scales and Weighing Apparatus      Brand: [ ]

Model #: [ ]      Serial #: [ ]

Date Removed From Service: 08-01-2017      Did Item Work When Removed?  
 Yes     No     Unknown

Additional Comments

[Empty box for additional comments]

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio (under stairwell basement)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Health Dept.

08-04-2017

015

### Paper Shredder



Select Item Type

Single Item

Category

Scales and Weighing Apparatus

Brand

Ativa

Model #

AT 1250

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio (Room 107)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

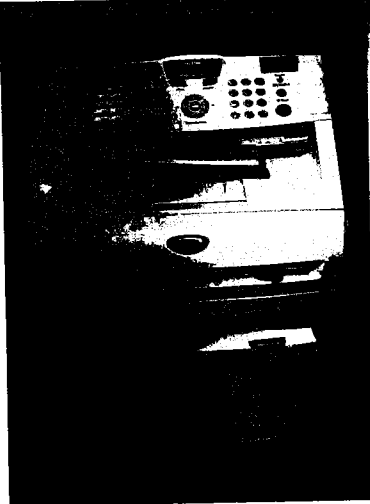
## GovDeals Item Inspection Form

Health Dept.

08-04-2017

017

### Fax Machine



Single Item

Category Office Equipment/Supplies

Brand Brothers

Model # Intellifax 2820

Serial # U61325H5J663552

Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

unknown working condition



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio (Room 107)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

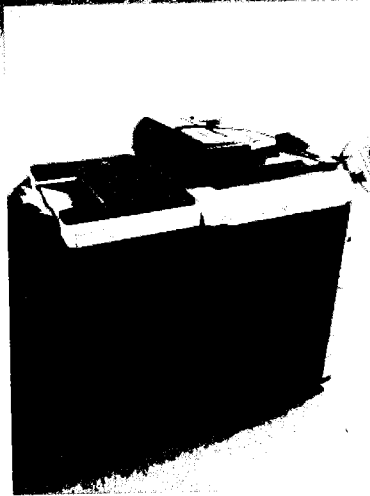
## GovDeals Item Inspection Form

Health Dept.

8-29-2017

018

### Office Copier



Item type

Single Item

Category

Office Equipment/Supplies

Brand

Konica

Model #

Bishub 601

Serial #

AOPP011006336

Date Removed From Service

8/1/17

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

Black/White copy machine. Machine is obsolete, unable to keep maintenance agreement. Includes stapler finisher.  
Machine is large and heavy - must bring help when picking machine up.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Admin Hallway, 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

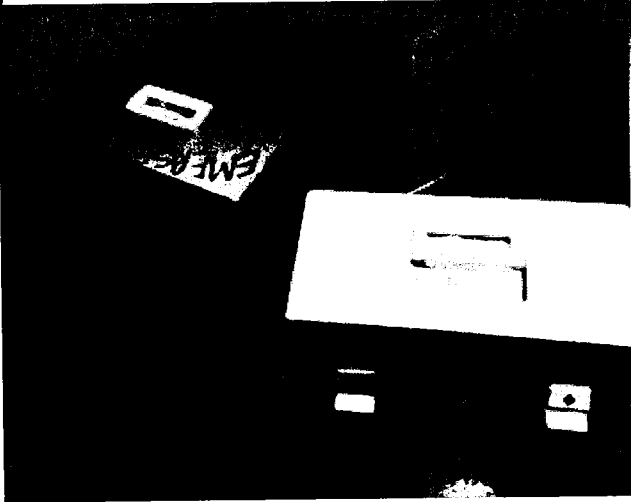
## GovDeals Item Inspection Form

Health Dept.

Sep 1, 2017

019

### Plastic Boxes

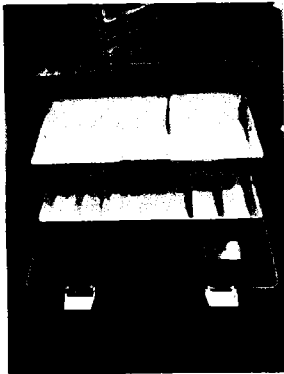


Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Flambeau	PM1872	Y	First Aid Storage Boxes (Plastic)

Additional Comments

Both boxes have been written on w/permanent marker (see photo's)



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District (Room 107)- 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Health Dept.

Sep 1, 2017

020

### Lot of Wall Mount TV shelves



Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
3-4				Metal Wall Mounted TV shelves

Additional Comments

2 large and 2 smaller metal trays for old style "box" tv's. May need additional hardware to hang. Does not appear there is enough hardware for all 4.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, Room 107 416 S. East Street, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

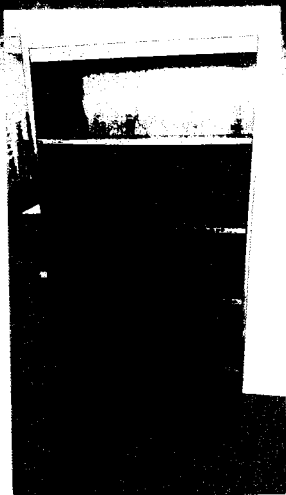
## GovDeals Item Inspection Form

Human Services

Aug 31, 2017

002

### Damaged Shelf



Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 8/31/17

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

Damaged Shelf



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: James Ryan

Title: MIS Specialist II

Phone Number 513-695-1404

Location of Item: 2nd Floor of Human Services

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 18, 2017

015

### (3) Computer Towers - No Hard Drives



Select item type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	HP	Compaq EV	UNK	Tower Only - No Wires - Hard Drive Removed
1	HP	Compaq	UNK	Tower Only - No Wires - Hard Drive Removed
1	Gateway	Pro 1500	UNK	Tower Only - No Wires - Hard Drive Removed

Additional Comments

Hard Drives Removed - Unknown when they were taken out of service - Unknown if they work - Towers Only



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 18, 2017

016

### CORNER DESK SECTION

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

UNKNOWN

Did Item Work When Removed?

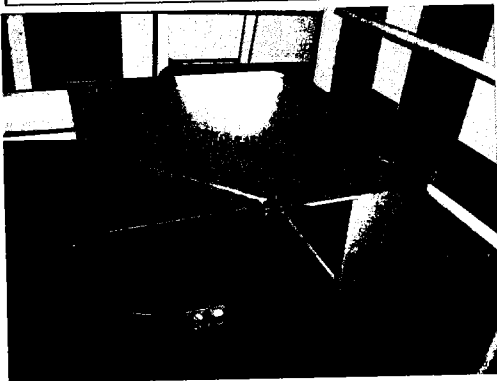
Yes

No

Unknown

Additional Comments

DIMENSIONS: 42" X 42" X 29-1/2"



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

## Warren County Facilities Management

430 South East Street  
513-695-1463Michael D. Shadoan  
Director

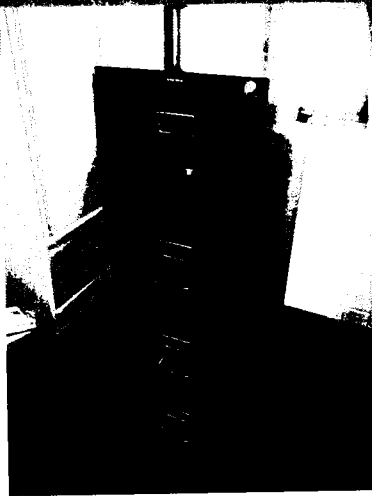
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 18, 2017

017

## (4) DRAWER FILE CABINET



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

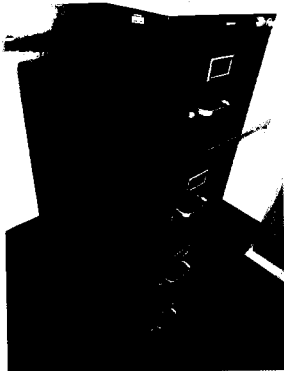
Date Removed From Service

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

BLACK (4) DRAWER FILE CABINET WITH LOCK AND KEY



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

018

### COMPUTER DESK ON WHEELS



Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

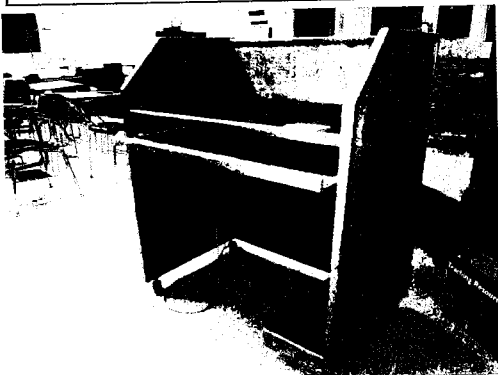
Date Removed From Service

Did Item Work When Removed?

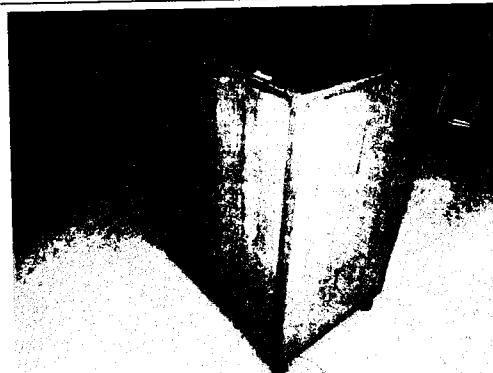
Yes  No  Unknown

Additional Comments

MADE FROM WOOD PRODUCTS - KEYBOARD TRAY: 34" X 18-1/2" - DESK AT LARGEST MEASUREMENT: 37-1/2" X 32-1/2" X 42-3/4" - TOWER AREA: 9" X 23" WITH AREA FOR A TOWER UP TO 22" TALL - (7) OUTLET POWER STRIP



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Extension

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

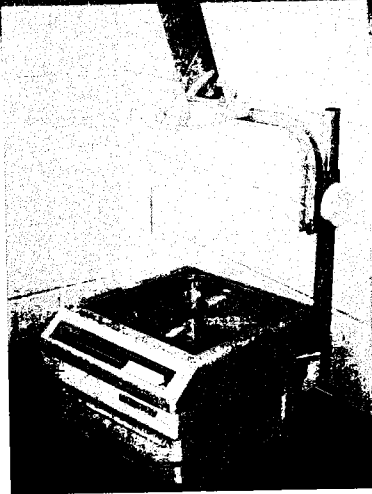
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

019

### OVERHEAD PROJECTOR



Single Item

Category Office Equipment/Supplies

Brand APOLLO HORIZON

Model # 15000

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

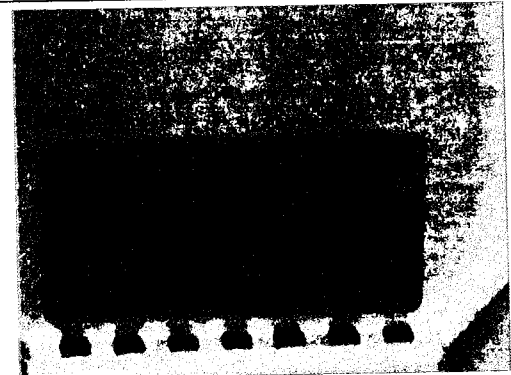
FAN RUNS - LIGHT DID NOT COME ON - UNKNOW HOW LONG IT HAS BEEN OUT OF SERVICE



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Extension

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

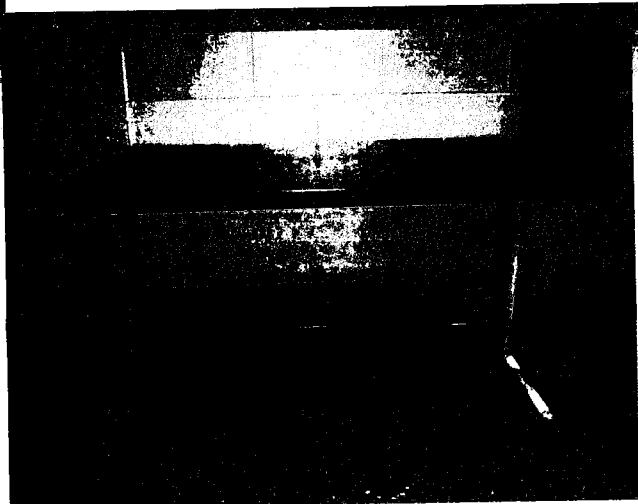
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

020

### TABLE/DESK - METAL LEGS / WOOD TOP



Item type:

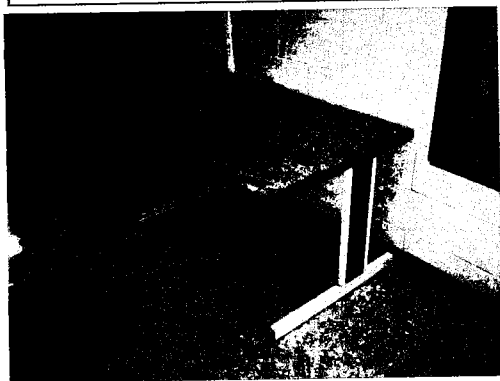
Category:  Brand:

Model #:  Serial #:

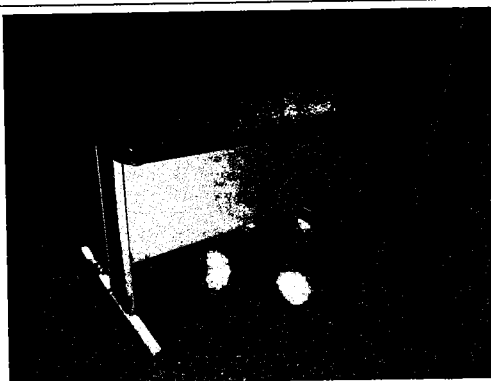
Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

Additional Comments

DIMENSIONS: 48" x 29-1/2" X 26-1/2"



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

021

### (2) Black Office Chairs



Select Item type:

Category:  Brand:

Model #:  Serial #:

Date Removed From Service:

Did Item Work When Removed?  
 Yes  No  Unknown

Additional Comments

Locks and Adjustments seem to work fine - Both do have rips and wear



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Sliver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
 Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

022

### GRAY METAL DESK WITH WOOD LAMINATE TOP

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

07101

Date Removed From Service

Did Item Work When Removed?

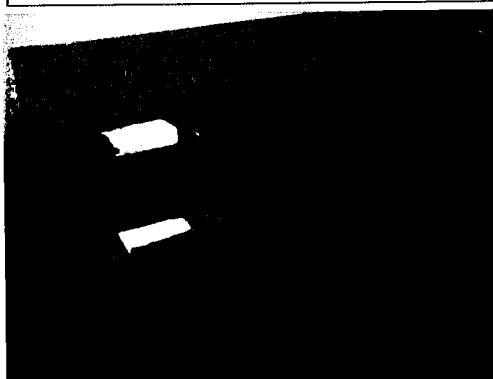
Yes

No

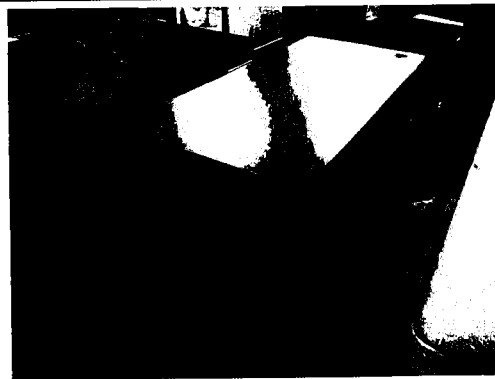
Unknown

Additional Comments

Two Drawers - Dimensions: 66' x 30' x 29-1/4"



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Sliver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

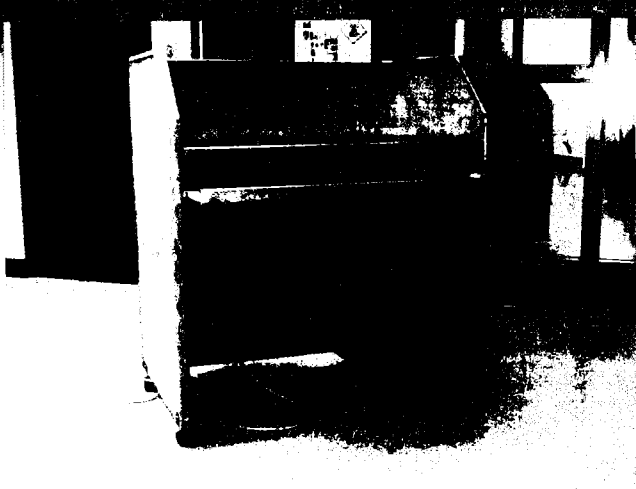
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

023

### Portable Computer Desk



Selection type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

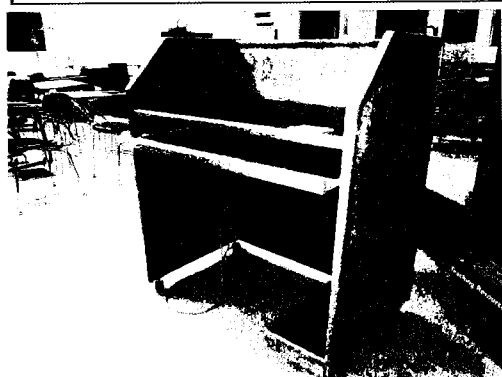
Date Removed From Service

Did Item Work When Removed?

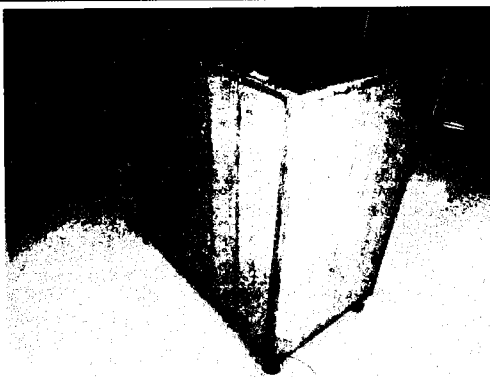
Yes  No  Unknown

Additional Comments

Made of wood products - Keyboard Tray: 34" x 18-1/2" - Desk (at largest measurements): 37-1/2" x 32-1/2" x 42-3/4" - Tower Area: 9" X 23" with area for a tower up to 22" tall - (7) Outlet Power Strip



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

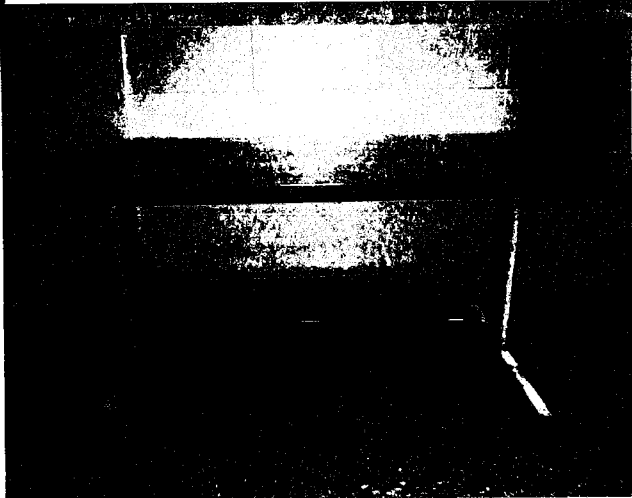
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

025

### TABLE/DESK - METAL LEGS / WOOD TOP



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial # 00394

Date Removed From Service

Did Item Work When Removed?

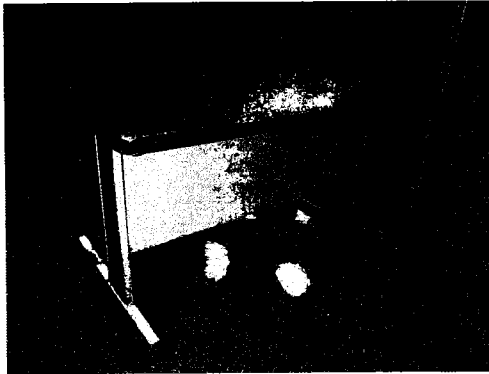
Yes  No  Unknown

Additional Comments

DIMENSIONS: 48" X 29-1/2" X 26-1/2"



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

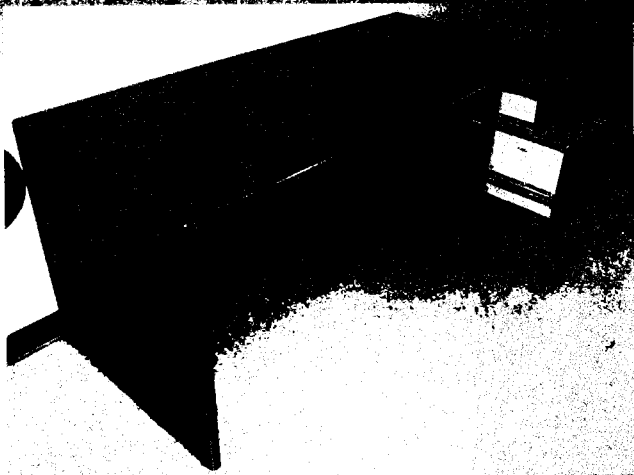
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

026

### WOOD COMPOSITE DESK



Select Item Type:

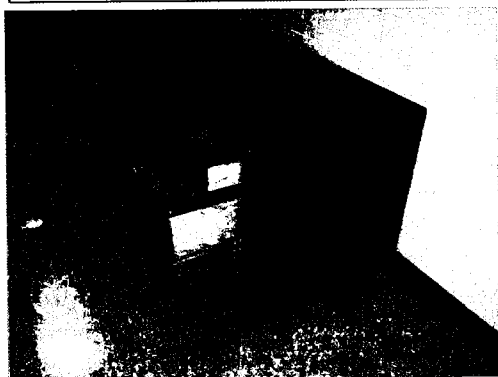
Category:  Brand:

Model #:  Serial #:

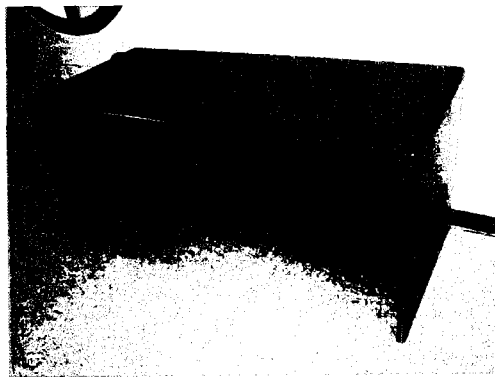
Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments

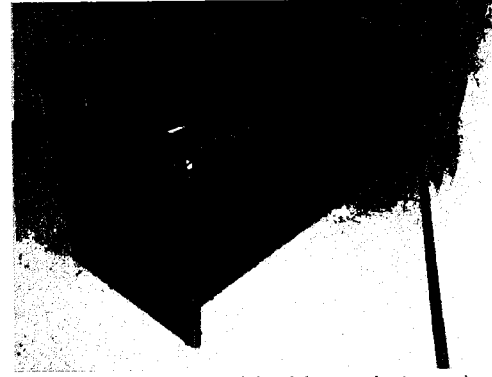
(2) DRAWER - DIMENSION: 66" X 30" X 30"



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

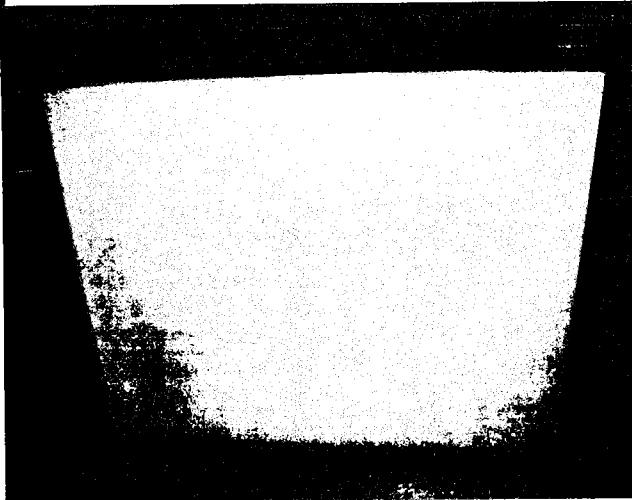
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

027

### DRY ERASE BOARD



Select item type

Single Item

Category School Equipment

Brand

Model #

Serial #

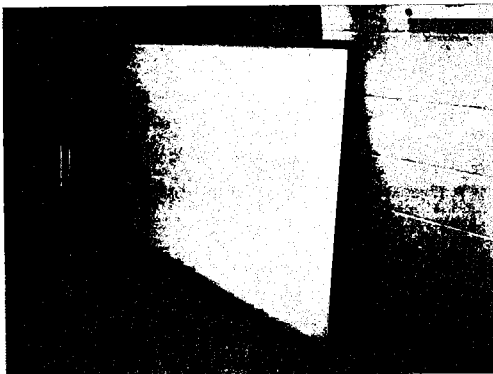
Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

DIMENSIONS: 5' X 4'



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

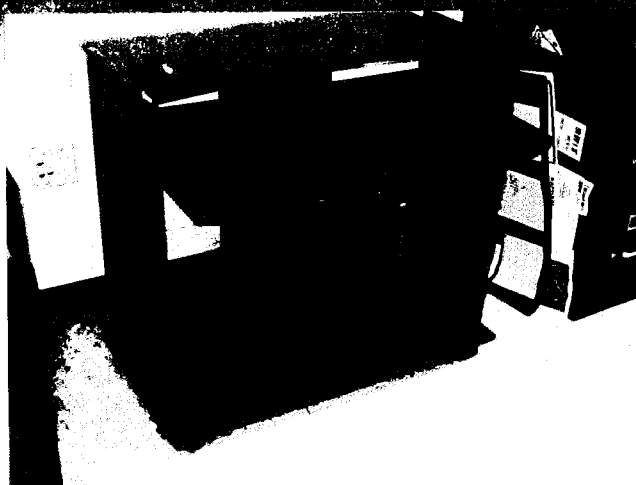
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

028

### WOOD COMPOSITE COMPUTER DESK



Item Type:

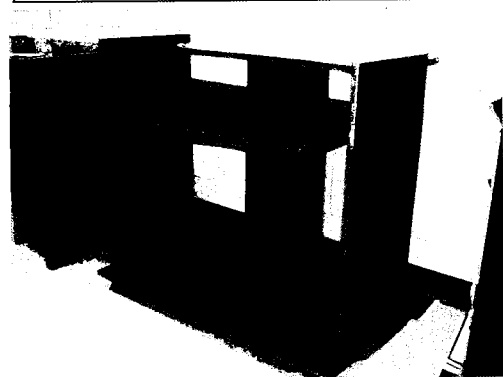
Category:  Brand:

Model #:  Serial #:

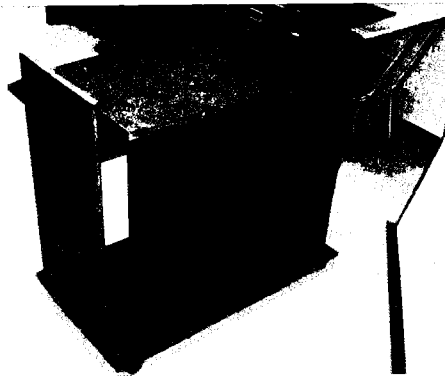
Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments

DIMENSIONS: 35-1/4" X 28-1/2" X 32-1/2" - ON WHEELS



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

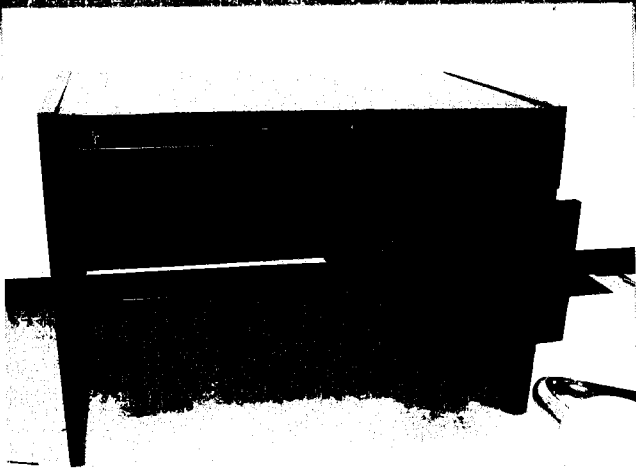
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

029

### WOOD COMPOSITE DESK



Item type:

Category:  Brand:

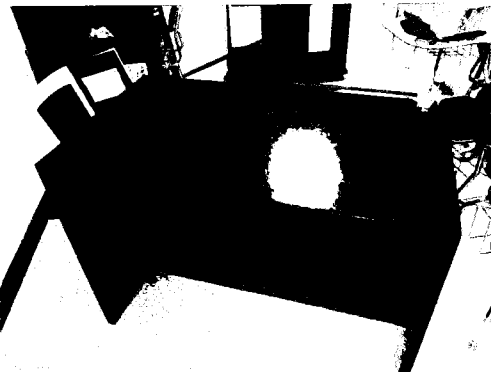
Model #:  Serial #:

Date Removed From Service:

Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments

PENCIL DRAWER AND TWO SIDE DRAWERS - DIMENSIONS: 42" X 24" X 29-1/2"



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
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## Warren County Facilities Management

430 South East Street  
513-695-1463Michael D. Shadoan  
Director

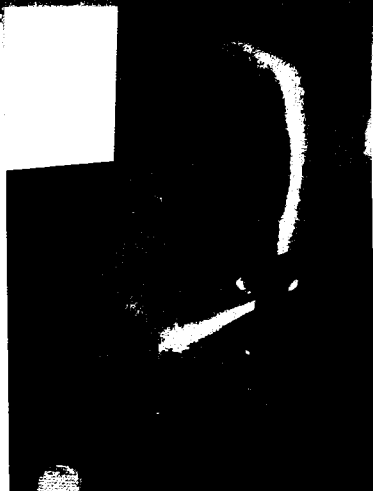
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 24, 2017

030

## CLOTH OFFICE CHAIR



Item type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

 Yes
  No
  Unknown

Additional Comments

ADJUSTMENTS AND LOCKS SEEM TO WORK WELL - SHOWS SIGNS OF WEAR

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: STEPHEN JOHNSON

Title: CORRECTIONS OFFICER

Phone Number (513) 695-1392

Location of Item: JUVENILE STORAGE - SILVER STREET ANNEX

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

031

### (2) Dell Computer Towers

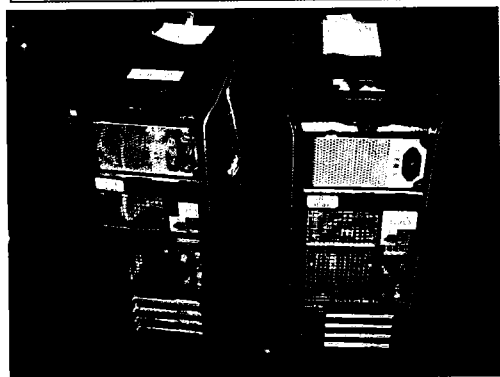


Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Dell	OptiplexGX5	Unk	Model: DCSM / Serial #: 33KPWC1
1	Dell	Optiplex 755	Unk	Model: DCSM / Serial #: FHSDQG1

Additional Comments

(2) Dell Computer Towers - Unknown Working Condition - No Wires - Unknown How Long They Have Been Out Of Service



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

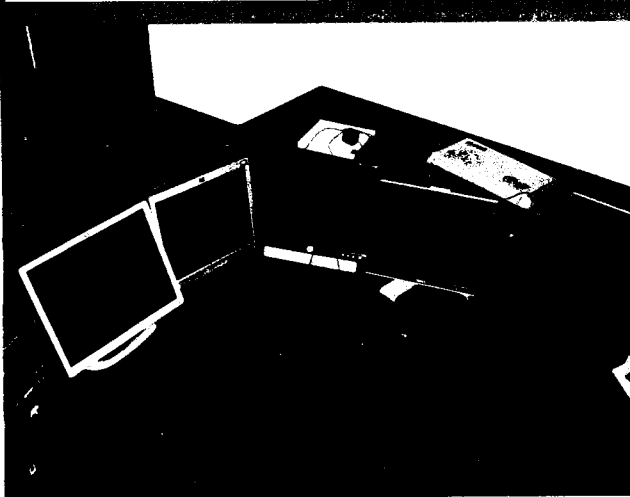
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

032

### (5) Computer Monitors

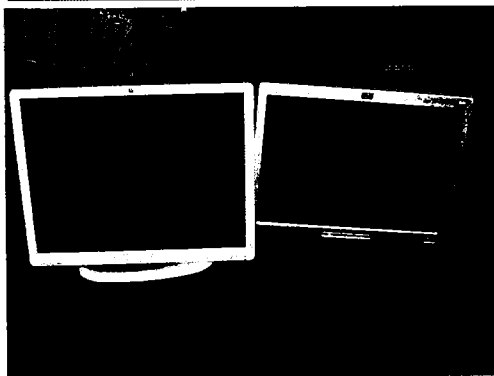


Lot of Multiple Items

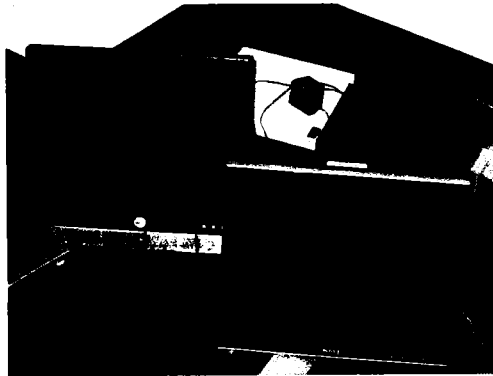
Qty	Brand	Model	Working Condition Y/N	Description
2	HP		Unk	
2	Dell		Unk	
1	Scanport		Unk	

Additional Comments

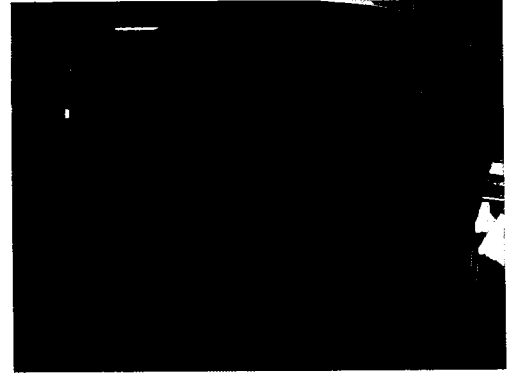
(5) Computer Monitors - No Power Cable - Unknown Working Condition - Unknown How Long They Have Been Out Of Service



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

MRY17033

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

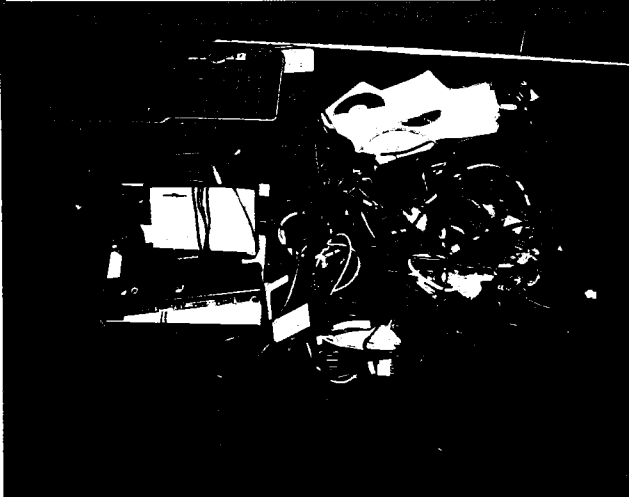
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

033

### Misc. Computer Items



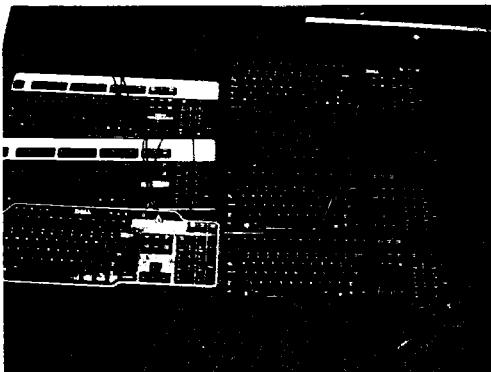
Select Item Type

Lot of Multiple Items

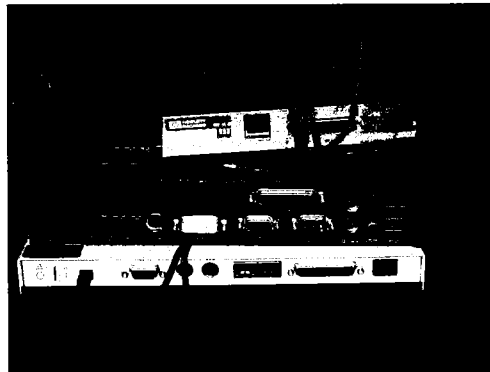
Qty	Brand	Model	Working Condition Y/N	Description
5	Dell		Unk	Keyboards
2	HP		Unk	Keyboards
2	Dell	PR01X	Unk	
1	HP	Jetdirect 300	Unk	J3263-60001
1	AXEL		Unk	Platine Terminal 09165E08367
	Wires			Misc. Computer Wires and Accessories

Additional Comments

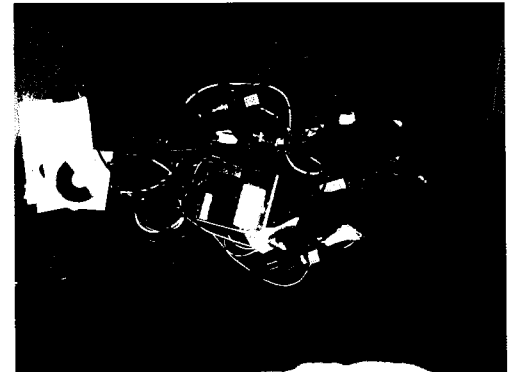
Misc. Computer Equipment - Unknown Working Condition - Unknown How Long They Have Not Been Used



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

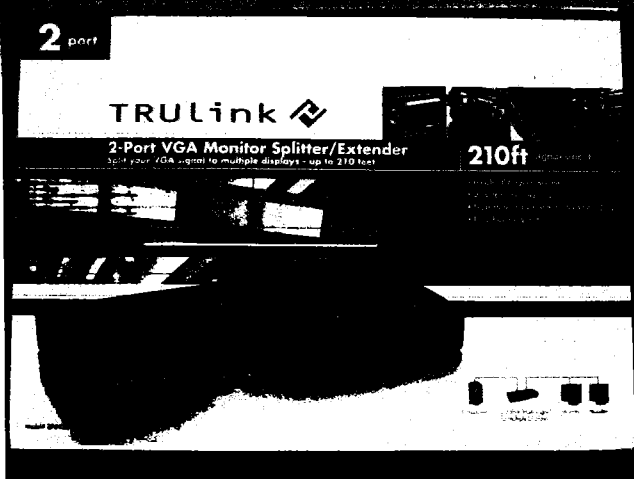
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Jul 25, 2017

034

### (2) Trulink VGA Monitor Splitter/Extender



Select Item Type

Single Item

Category Computers, Parts and Supplies

Brand TRULINK

Model # 29503

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

Appear to be new and never used - (2) Port VGA Monitor Splitter/Extender - 210 Foot Signal Boost



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Aug 2, 2017

035

### (4) Drawer Black File Cabinet



Select Item Type:

Category:  Brand:

Model #:  Serial #:

Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments

(4) Drawer Black File Cabinet. Scratches and Dents. Drawers open well.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

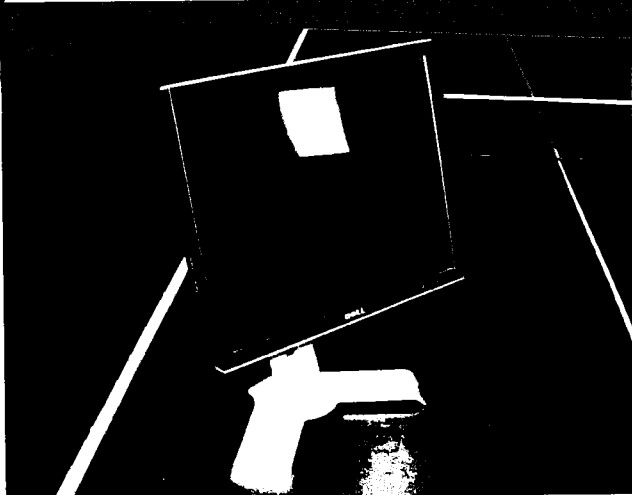
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Aug 2, 2017

037

### Dell Computer Monitor



Single Item

Category Computers, Parts and Supplies

Brand Dell

Model #

Serial # CN-OPM372-72876-712-OFF1

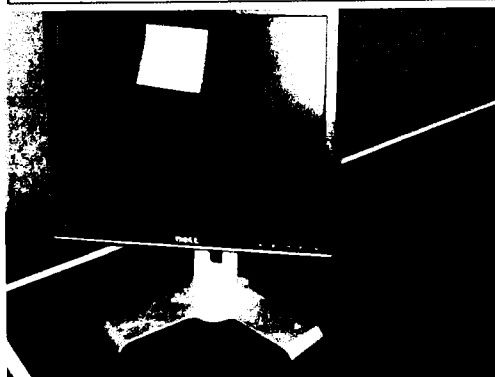
Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

#### Additional Comments

Back Light not working



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Juvenile/Mary Haven

Aug 7, 2017

038

### (6) Chair Lot



Select item type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

8/7/17

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

(4) chairs are mauve ans stationary. (1) chair is mauve and on wheels. (1) chair is wooden. Discolored from age and may show wear, but usable.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

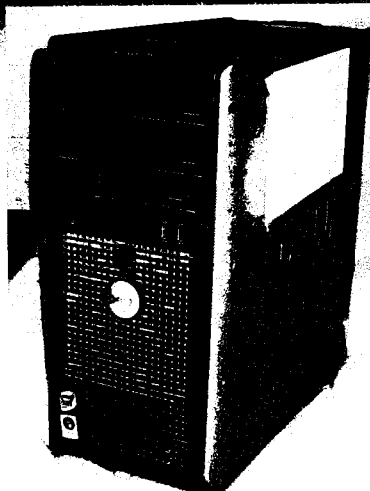
## GovDeals Item Inspection Form

Juvenile/Mary Haven

Aug 24, 2017

039

### Dell Optiplex 755 Computer Tower



Item type

Single Item

Category Computers, Parts and Supplies

Brand Dell

Model # Optiplex 755

Serial #

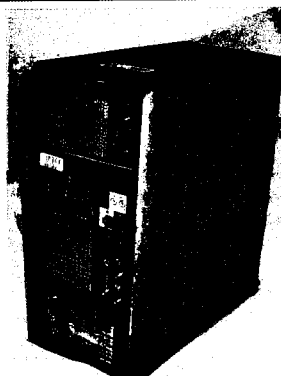
Date Removed From Service 8/16/17

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

Hard Drive Removed



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

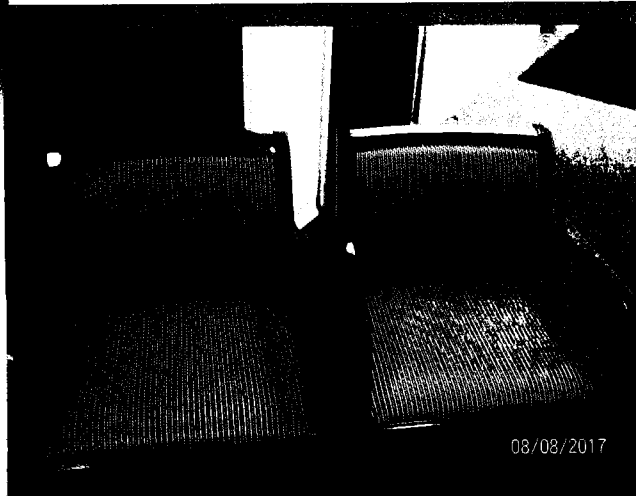
## GovDeals Item Inspection Form

Water & Sewer - Sewer

08/10/17

008

### Lot of office chairs



Item type:

Category:  Brand:

Model #:  Serial #:

Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

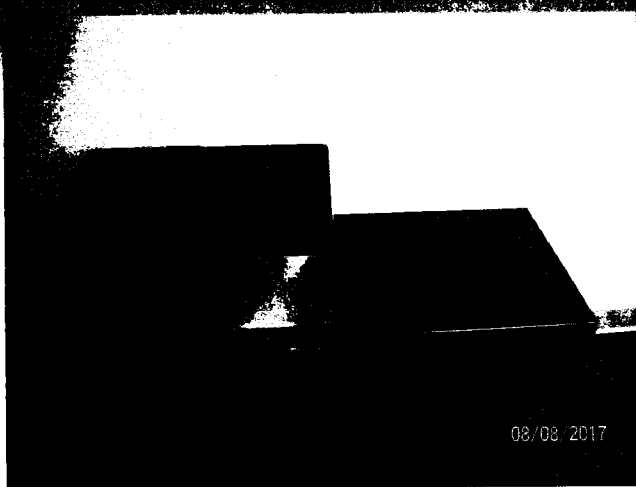
## GovDeals Item Inspection Form

Water & Sewer - Sewer

08/10/17

009

### Misc Tables



Select Item Type

Category  Brand

Model #  Serial #

Date Removed From Service  Did Item Work When Removed?  
 Yes  No  Unknown

#### Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst

Phone Number 513 695-2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

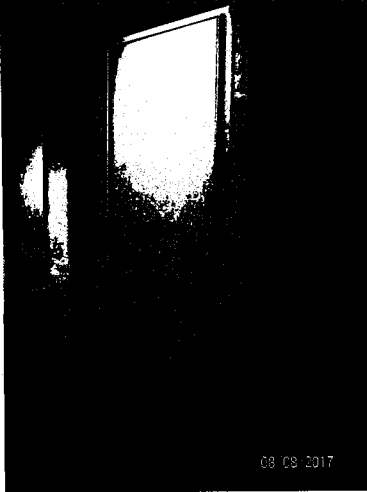
## GovDeals Item Inspection Form

Water & Sewer - Sewer

08/10/17

010

### Filing Cabinet



Select Item type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst

Phone Number 513 695-2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

SEW17011

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Sewer

8/24/17

011

### Desk, Cabinets



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 8/23/2017

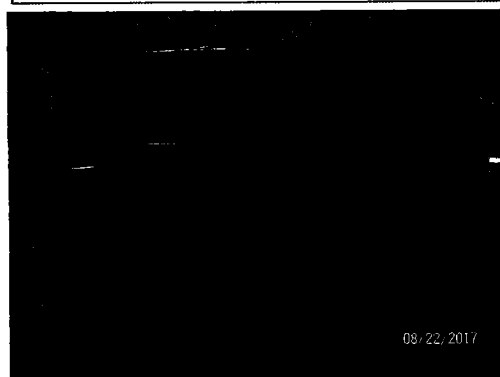
Did Item Work When Removed?

Yes

No

Unknown

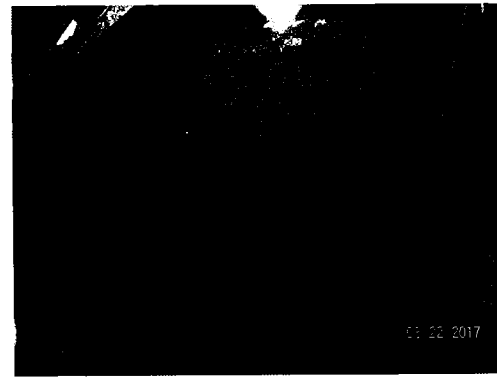
Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin. Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

SEW17012

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

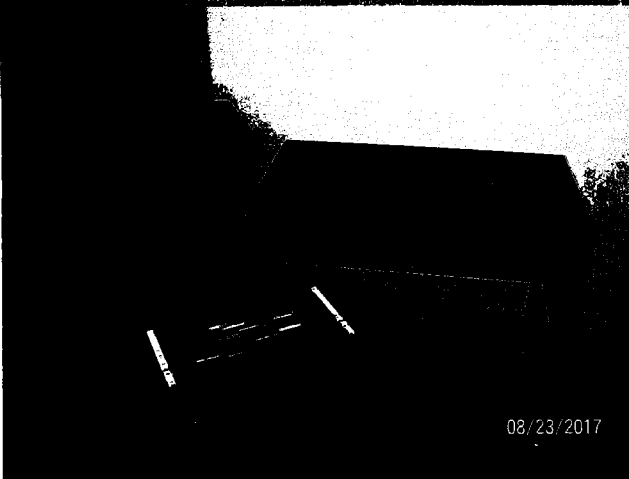
## GovDeals Item Inspection Form

Water & Sewer - Sewer

8/24/2017

012

filing, 2 small rolling typewriter desks



Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 8/24/2017

Did Item Work When Removed?

Yes  No  Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst.

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

## Warren County Facilities Management

430 South East Street  
513-695-1463Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Sheriff

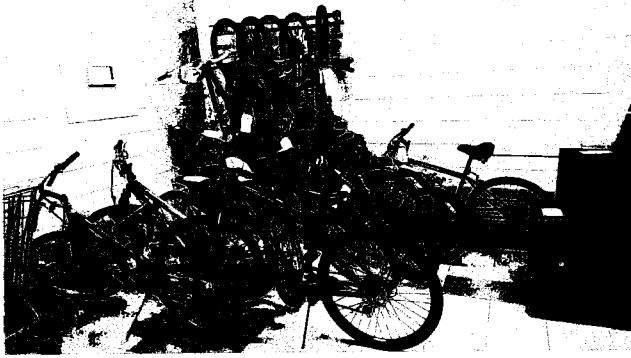
07/27/2017

105

## 13 BICYCLES

Select item type

Lot of Multiple Items



Qty	Brand	Model	Working Condition Y/N	Description
5	HUFFY	VARIOUS		
2	MONGOOSE	VARIOUS		
1				MAGNA GLACIER POINT
1	SCHWINN	FRONTIER		
1	BCA			
1				QUEST ESCAPE
1				THRUSTER CHAOS
1				UNKNOWN MANUFACTURER

Additional Comments

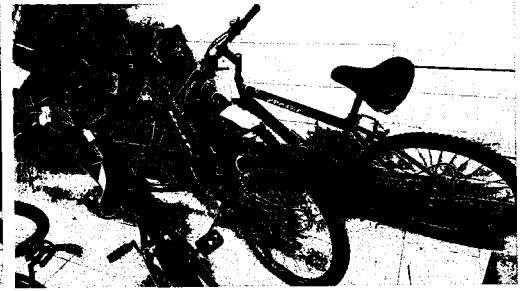
ALL BICYCLES SEIZED/SURRENDERED. WORKING CONDITION UNKNOWN, IN VARIOUS CONDITIONS FROM USED TO NEW.  
ANYONE INTERESTED IN VIEWING THESE BICYCLES MUST MAKE AN APPOINTMENT WITH PROPERTY ROOM MANAGER NICKI BISHOP AT 513-695-1874 OR PROPERTY ROOM MANAGER BEVERLY KING AT 513-695-1483.  
WINNING BIDDER MUST CONTACT NICKI OR BEVERLY TO ARRANGE PICK-UP OF BICYCLES.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Dana Chiaramonte

Title: Fiscal Clerk

Phone Number x 1285

Location of Item: WCSO Property Room

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Veterans

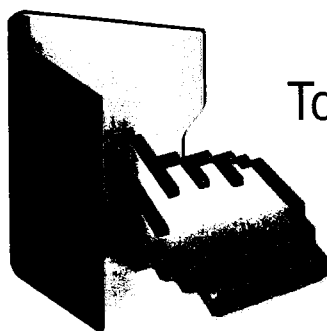
8/1/17

001

### Various Desktop Print Cartridges & Toner

Inspection type

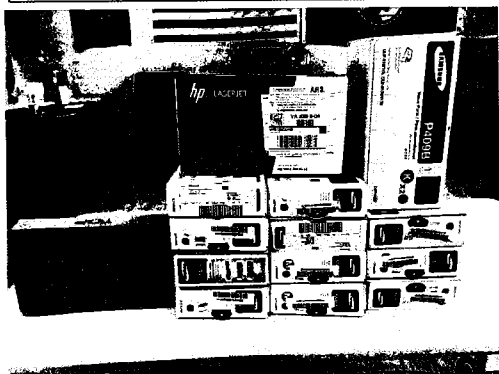
Lot of Multiple Items



Click Here  
To Upload Your  
First Image

Qty	Brand	Model	Working Condition Y/N	Description
13	Samsung		Y	Desktop Printer Toner
1	HP		Y	HP LaserJet Print Cartridges

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Amanda Stephens

Title: Administrative Asst.

Phone Number 513-695-1888

Location of Item: 320 E. Silver Street, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

8/1/17

012

### 2006 FORD F-250



Select item type

Vehicle

Vin # 1FTSX21537EA02672

Title restriction?  
 Yes  No

Odometer Reading 133282

Accurate?  
 Yes  No  Unknown

Year 2006

Make

FORD

Model F-250

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color WHITE

Exterior Condition?  
 Good  Minor Dents, Dings  
Scratches or rust  Severe dents, Dings  
Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

5.4L V8 GAS ENGINE, AUTOMATIC TRANSMISSION, 4WD, AC, STOCK AM/FM RADIO, KNAPEIDE UTILITY BODY, UTILITY BODY HAS SOME RUST ON IT, INCLUDES LIGHT BAR AND CONTROLS, VEHICLE HAS MAJOR BRAKE FLUID LEAK AT MASTER CYLINDER(WARNING: NO BRAKES).



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Location of Item: 1433 WEST MAIN STREET LEBANON, OHIO 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.



# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

8/11/2017

013

### 2005 FORD F-150



Select item type

Vehicle

Vin # 1FTPX145X5NB00719

Title restriction?  
 Yes  No

Odometer Reading 164342

Accurate?  
 Yes  No  Unknown

Year 2005

Make

FORD

Model F-150

Does it Start?  
 Yes  No  With Boost

Does it run?  
 Yes  No

Color WHITE

Exterior Condition?  
 Good  Minor Dents, Dings, Scratches or rust  Severe dents, Dings, Scratches or Rust

Interior  
 Cloth  Leather  Other

Interior Condition?  
 Good  Fair  Poor

Additional Comments

5.4L V8 GASOLINE ENGINE, AUTOMATIC TRANSMISSION, 4WD, GREY CLOTH INTERIOR, DRIVER SEAT TORN, STOCK AM/FM CD PLAYER STEREO, A/C, POWER MIRRORS, POWER STEERING, POWER WINDOWS, POWER DOOR LOCKS, MANUAL SEATS, CRUISE CONTROL, TILT STEERING. INCLUDES JET STREAM LIGHTBAR AND CONTROLS, AND ALSO INCLUDES WEATHERGUARD TRUCK BED TOOLBOX. DECALS HAVE BEEN REMOVED. FRONT HUBS MAKING RATCHETING NOISE, AND LEFT FRONT SPRING IN BROKEN.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: Warren County Garage 1433 West Main Street Lebanon, Ohio

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Water

09/13/2017

014

### 2000 Eager Beaver Trailer



Select Item Type

Vehicle

Vin #

112HTN302YL055906

Title restriction?

Yes  No

Odometer Reading

Yes

Accurate?

No  Unknown

Year

2000

Make

INTERNATIONAL

Model

EAGER BEAVER DRAG

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

BLACK

Exterior Condition?

Good  Minor Dents, Dings  
Scratches or rust  Sever dents, Dings  
Scratches or Rust

Interior

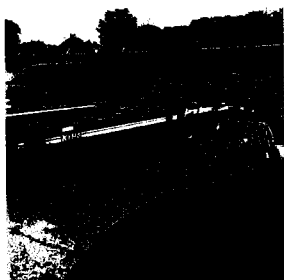
Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

2000 EAGER BEAVER DRAG TRAILER. NEEDS AIR BRAKE WORK. BRAKES STICK AFTER SITS.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name:

Title:

Phone Number

Location of Item: 1433 WEST MAIN STREET LEBANON, OHIO 45036 WARREN COUNTY GARAGE

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

# Warren County Facilities Management

HTH17016

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

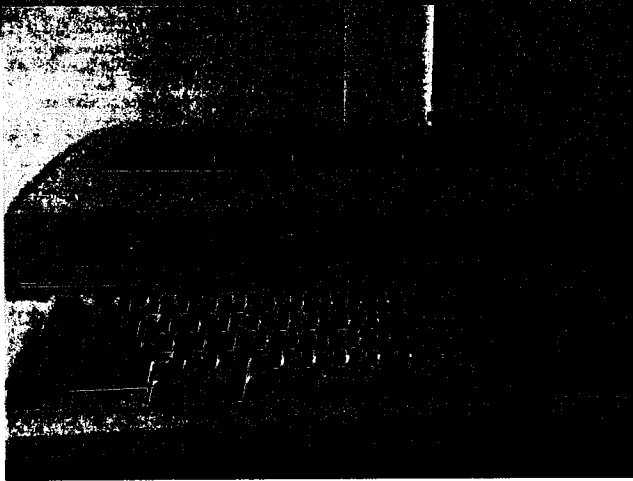
## GovDeals Item Inspection Form

Health Dept.

08-04-2017

016

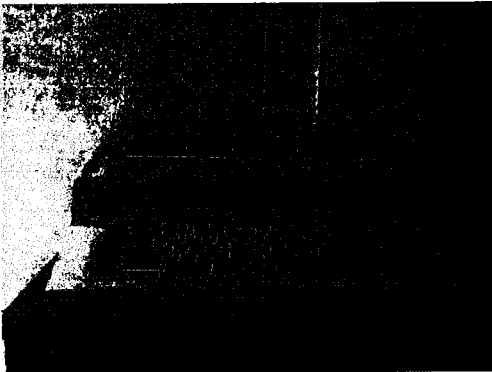
### Lot of 2 Typewriters



Select item type		Lot of Multiple Items		
Qty	Brand	Model	Working Condition Y/N	Description
2			Unknown	Typewriters

Additional Comments

Additional Comments field



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Tammy Cranmer

Title: Administrative Assistant

Phone Number 513-695-1273

Location of Item: Warren County Health District, 416 S. East Street, Lebanon, Ohio (Room 107)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).  
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1437

Adopted Date September 19, 2017

APPROVE THE DESTRUCTION OF WARREN COUNTY SHERIFF'S OFFICE  
EQUIPMENT

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- Destroyed Dell T06G tablet (inmate broke screen), serial# CN-0FCDKD-74431-543-00AP. No County property # assigned.

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)  
Auditor – B. Quillen

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1438

Adopted Date September 19, 2017

APPROVE AND AUTHORIZE SUBMISSION OF AN APPLICATION FOR DEPARTMENT OF YOUTH SERVICES CAPITAL IMPROVEMENT FUNDING ON BEHALF OF THE WARREN COUNTY JUVENILE DETENTION CENTER AND MARY HAVEN YOUTH TREATMENT FACILITY


BE IT RESOLVED, to approve and authorize submission of an application for Ohio Department of Youth Services Capital Improvement Funding, on behalf of the Warren County Juvenile Detention Center and Mary Haven Youth Treatment Facility; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Probate/Juvenile Court (file)  
T. Hearn  
Martin Russell

## **Terms and Conditions**

The County Commissioners, or Trustees, and the local Juvenile Court Judge(s) of the affected counties agree with the following terms and conditions:

- Funding is provided for the new construction and/or renovation of county detention facilities.
- DYS funding is based primarily upon a formula provided in the legislative funding bills, rather than the actual total project cost.
- DYS determines the state match ranging from 0% to 60% based on weighted statistical factors, such as population, per capita income, and availability of beds in the County.
- To determine the dollar amount of the state match for new construction projects, the percentage of state match is multiplied by \$125,000 per bed for detention centers with a designated capacity of ninety-nine beds or less, and by \$130,000 per bed for detention centers with a design capacity of one hundred beds or more.
- To determine the dollar amount of the state match for renovation projects the percentage match shall be multiplied by the actual cost of the renovation, provided that the cost of the renovation does not exceed \$100,000 per bed. The funding applied to a construction or renovation project shall not exceed the actual cost of the project.
- The actual percentage of State funding depends on the availability of funding and the overall needs for all county juvenile detention facilities. Counties must understand that once the funding level for a capital project is approved, no additional funds will be made available for the project. Budget plans and cost estimates must be within the approved amount.
- The ongoing funding throughout the project will be a reimbursement process. Funding draw down will be for funds designated only for allowable expenses, which are incurred or paid, documented and submitted.
- Counties must comply with the Department of Youth Services application process, planning guidelines and operational program guidelines in order to receive funding.
- All counties must abide by the terms and provisions of all the agreements with the Department of Youth Services and standard bond documents.
- All detention facilities funded shall be considered leased capital facilities, which will be sub-leased back to the county. All funded facilities must sign and execute a sublease and other bond documents. This provides the State an interest in the facility for the life of the State bonds used to finance it. The county shall have the exclusive right to use and possess the facility as long as it is operated as a Detention Center for which it was funded.
- The project site must be free and clear real estate owned or leased by the county having a term of at least twenty years or until the financing of the bonds is complete.
- Counties must demonstrate the availability of support services.
- The county must ensure that all contractors and sub-contractors comply with all applicable Federal, State and local laws.

**Submission and Agreement**

We have reviewed the application as submitted by WARREN County/Countries  
and are in agreement with all the terms and conditions of state guidelines.

**Administrative Judge:**

Name: JOSEPH KIRBY  
Print  
Signature

Address: 900 MEMORIAL DRIVE  
City/ State/ Zip: LEBANON, OH 45036

**Board of County Commissioners:**

Names: Tom Grossmann  
Print  
Signature

Names: David G Young  
Print  
Signature

Names: \_\_\_\_\_  
Print  
Signature

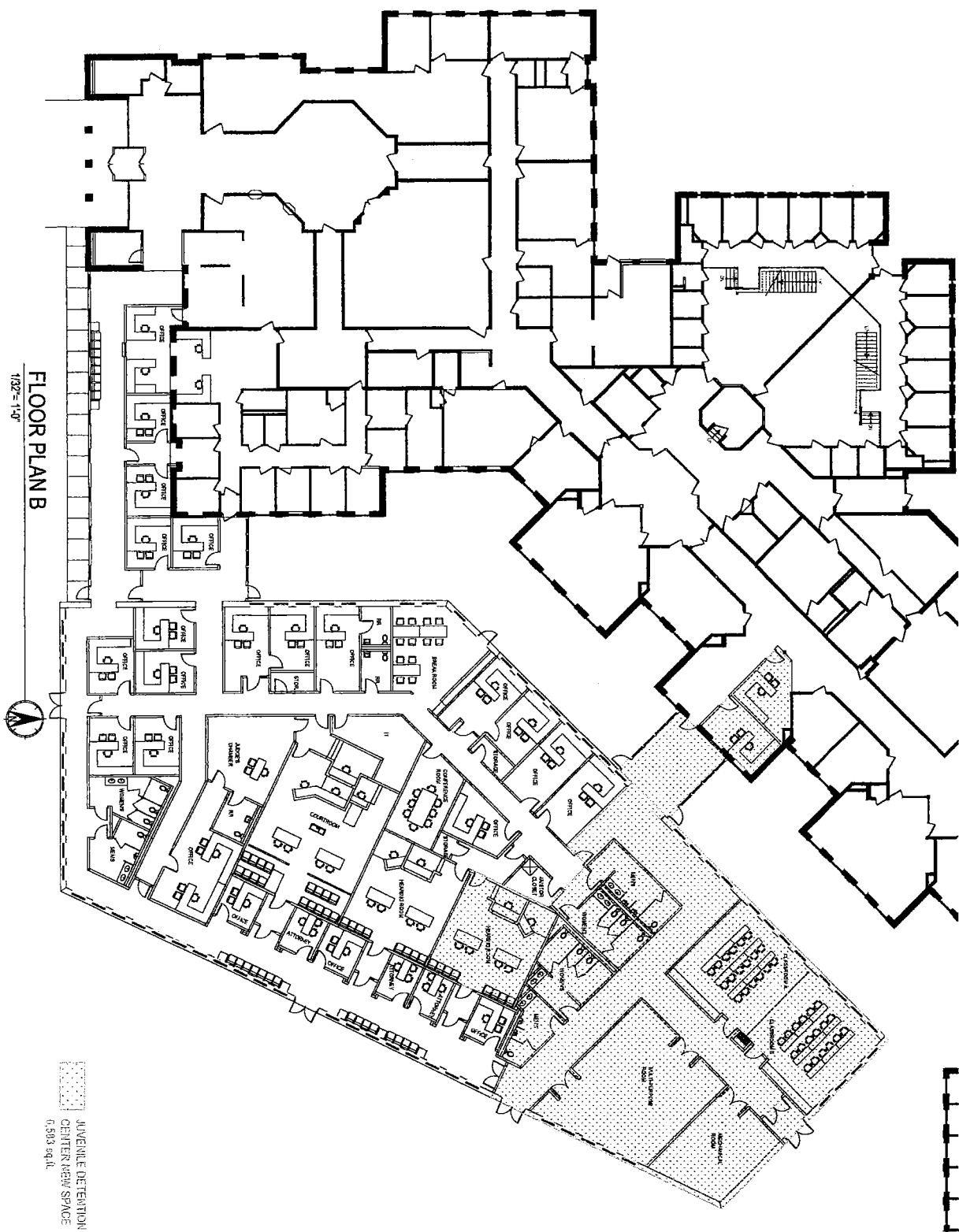
Address: 406 Justice Drive  
City/ State/ Zip: Lebanon, Ohio 45036

**Board of Trustees:**

Names: \_\_\_\_\_  
Chairperson  
Signature

Address: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_



FLOOR PLAN B  
1/32" = 1'-0"



JUVENILE DETENTION  
CENTER REW SPACE  
6,593 sq. ft.

<b>A-0.10</b>	DATE: _____ DRAWN BY: BSA/BJT CHECKED BY: BSA/BJT DATE: 05/17/11	<b>PRELIMINARY DESIGN</b> <b>ADDITION</b> <b>WARREN COUNTY JUVENILE JUSTICE CENTER</b> <b>ADMINISTRATION &amp; MHC</b> 900 MEMORIAL DRIVE, LEBANON, OHIO 45036	WARREN COUNTY DEPARTMENT OF JUVENILE SERVICES 1111 W. MAIN ST. LEBANON, OHIO 45036	SHEET NO. _____ OF _____
	REVISION NO.   DATE   DESCRIPTION _____ _____ _____ _____ _____ _____ _____ _____ _____	TITLE: _____ PROJECT: _____ CLIENT: _____	ARCHITECT: _____ PROJECT NO.: _____ DATE: _____	SCALE: _____ DRAWING NO.: _____



# Resolution

Number 17-1439

Adopted Date September 19, 2017

APPROVE NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC FOR THE FY17 FRANKLIN TOWNSHIP HARRIET LIVE MENTZ ROAD RESURFACING CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., September 5, 2017, and the bids were received, opened and read aloud for the FY17 Franklin Township Harriet Live Mentz Road Resurfacing CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that Barrett Paving Materials Inc. is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio, for a total bid price of \$139,693.75; and

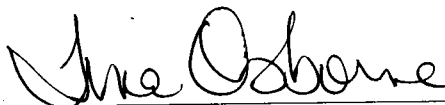
BE IT FURTHER RESOLVED, that the County Administrator is hereby authorized to execute a "Notice of Intent to Award."

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: OGA (file)  
OMB Bid file

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1440

Adopted Date September 19, 2017

ENTER INTO AN AGREEMENT WITH RAMCO-GERSHENSON PROPERTIES, L.P. FOR FEE IN LIEU OF A RIGHT TURN LANE ON MASON MONTGOMERY ROAD AT THE PROPOSED DRIVEWAY FOR DEERFIELD TOWNE CENTER

WHEREAS, Ramco-Gershenson Properties, L.P. (hereinafter Ramco) proposes to make certain improvements to the Development, including the creation of a new right-in/right-out access driveway approximately midway between Deerfield Boulevard and the existing southern most access to the Development along southbound Mason-Montgomery Road (hereinafter referred to as the NEW ACCESS); and

WHEREAS, the County Engineer, after reviewing the traffic impact study, determined that, in connection with the New Access, a right turn lane and certain other related improvements, hereinafter referred to as the PRIVATE IMPROVEMENTS, must be constructed on southbound Mason Montgomery Road between Deerfield Boulevard and the New Access in order to mitigate the impacts attributable to the Development at the New Access and along the Development frontage. The scope of work for the Private Improvements is described on **Schedule "A"** attached hereto and made a part hereof; and

WHEREAS, Ramco would normally be required to construct the Private Improvements in conjunction with the improvements proposed to be made to the Development; and

WHEREAS, the County Engineer has undertaken a public improvement project to make certain roadway improvements to Mason Montgomery Road through the Warren County TID (hereinafter referred to as the PUBLIC IMPROVEMENT PROJECT), including the length of Mason Montgomery Road along the frontage of the Development; and

WHEREAS, the County Engineer and Ramco agree that the Private Improvements should be constructed as part of the Public Improvement Project in order to minimize the impact to Mason Montgomery Road; and


NOW THEREFORE BE IT RESOLVED, that this Board enters into a funding agreement stipulating that the Board will receive \$73,149.15 from Ramco in lieu of constructing a right turn lane on Mason Montgomery Road. The total amount of \$73,149.15 (\$7,174.40 design cost and \$65,974.75 construction cost) received by Warren County is to be applied toward the planned future public improvement to Mason Montgomery Road. Copy of agreement is attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Ramco-Gershenson Properties, L.P.  
Engineer (file)

**FUNDING AGREEMENT (FEE IN LIEU OF) FOR RIGHT TURN LANE  
ON MASON-MONTGOMERY ROAD AT PROPOSED DRIVEWAY FOR  
DEERFIELD TOWNE CENTER**

This Funding Agreement (hereinafter referred to as this AGREEMENT) is made and entered into by and between the Board of Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as WARREN COUNTY (on behalf of the Warren County Engineer, hereinafter referred to as the COUNTY ENGINEER), and Ramco-Gershenson Properties, L.P., a Delaware limited partnership with a mailing address of 31500 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334 (hereinafter referred to as RAMCO), the owner of certain real estate known as Deerfield Towne Center located at 5005 Deerfield Boulevard in Deerfield Township, Warren County, Ohio (hereinafter referred to as the DEVELOPMENT).

**WITNESSETH:**

WHEREAS, Ramco proposes to make certain improvements to the Development, including the creation of a new right-in/right-out access driveway approximately midway between Deerfield Boulevard and the existing southern-most access to the Development along southbound Mason-Montgomery Road (hereinafter referred to as the NEW ACCESS); and

WHEREAS, Ramco commissioned the preparation of a traffic impact study in connection with proposed improvements to the Development, including the New Access, which traffic impact study was provided to the County Engineer; and

WHEREAS, the County Engineer, after reviewing the traffic impact study, determined that, in connection with the New Access, a right turn lane and certain other related improvements (hereinafter collectively referred to as the DECELERATION LANE; the Deceleration Lane and the New Access are hereinafter together referred to as the PRIVATE IMPROVEMENTS) must be constructed on southbound Mason-Montgomery Road between Deerfield Boulevard and the New

Access in order to mitigate the impacts attributable to the Development at the New Access and along the Development frontage. The scope of work for the Private Improvements is described on **Schedule "A"** attached hereto and made a part hereof; and

WHEREAS, Ramco would normally be required to construct the Private Improvements in conjunction with the improvements proposed to be made to the Development; and

WHEREAS, the County Engineer has undertaken a public improvement project to make certain roadway improvements to Mason-Montgomery Road (hereinafter referred to as the PUBLIC IMPROVEMENT PROJECT), including the length of Mason-Montgomery Road along the frontage of the Development; and

WHEREAS, the County Engineer and Ramco agree that the Private Improvements should be constructed as part of the Public Improvement Project in order to minimize the impact to Mason-Montgomery Road; and

WHEREAS, in consideration of the County Engineer assuming Ramco's obligation to complete the Private Improvements, Ramco agrees to pay the County Engineer a fixed sum for the costs associated with the design and construction of the Private Improvements as provided herein (hereinafter referred to as the DESIGN COSTS and the CONSTRUCTION COSTS, respectively; the Design Costs and the Construction Costs are hereinafter together referred to as the IMPROVEMENT COSTS); and

WHEREAS, the County Engineer's consultant has calculated the Design Costs at Seven Thousand One Hundred Seventy-Four and 40/100 Dollars (\$7,174.40) and the Construction Costs at Sixty Five Thousand Nine Hundred Seventy-Four and 75/100 Dollars (\$65,974.75), resulting in Improvement Costs equal to Seventy Three Thousand One Hundred Forty-Nine and 15/100 Dollars (\$73,149.15).

**NOW THEREFORE**, in order to mitigate the impacts of the Private Improvements and the Public Improvement Project to Mason-Montgomery Road along the frontage of the Development, and in exchange for the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, Warren County and Ramco hereby agree as follows:

1. Ramco shall:

- a) Provide Warren County with Improvement Costs in the amount of Seventy Three Thousand Four Hundred Fifty-Nine and 40/100 Dollars (\$73,459.40) to construct the Private Improvements as part of the Public Improvement Project. The payment of the Improvement Costs shall be structured as follows: Ramco shall pay (i) Eighteen Thousand Three Hundred Sixty-Four and 85/100 Dollars (\$18,364.85) toward the Improvement Costs not later than thirty (30) days after receiving written notice from County Engineer confirming that construction of the Private Improvements has commenced (the "Initial Payment"), and (ii) the balance of the Improvement Costs in the amount of Fifty Five Thousand Ninety-Four and 55/100 Dollars (\$55,094.55) upon proper completion of the Private Improvements (the "Final Payment").
- b) Provide all temporary construction easements upon and over the applicable portions of the Development, for durations, in locations and upon terms agreeable to Ramco and approved by the County Engineer, as may be necessary for the completion of the Private Improvements.
- c) Work with Warren County and the County Engineer to develop a schedule (hereinafter referred to as the CONSTRUCTION SCHEDULE) for the construction of the Private Improvements and the Public Improvement Project in order to minimize adverse impacts on the Development and access thereto;

provided, however, that the Private Improvements shall be completed on or before June 30, 2018 (hereinafter referred to as the COMPLETION DATE).

2. Warren County shall:

- a) Cooperate with the County Engineer and the Warren County Transportation District (WCTID) to design and construct the Private Improvements as part of the Public Improvement Project. All plans and specifications for the Private Improvements shall be presented to and approved by Ramco prior to commencement of construction, and the Private Improvements shall be constructed pursuant to such approved plans and specifications and in compliance with the Construction Schedule.
- b) Cooperate with the County Engineer and WCTID to ensure that any and all warranties regarding workmanship or performance contained in any contract for the Public Improvement Project include the construction of the Private Improvements and to ensure that any warranty covering any portion of the Private Improvements specifically identify Ramco as an intended beneficiary of such warranty.
- c) Cooperate with the County Engineer, and WCTID to ensure that all contractors and subcontractors performing work on the any portion of the Private Improvements or performing work on the Development property in connection with any portion of the Public Improvement Project carry commercially reasonable insurance policies.
- d) Cooperate with the County Engineer and WCTID to diligently pursue completion of the Private Improvements and Public Improvement Project in a professional, good, workmanlike, and timely manner. It is estimated that it will take ninety (180) days to complete the Public Improvement Project after commencement of work.

- e) Cooperate with the County Engineer and WCTID to consult with Ramco on the Construction Schedule, it being acknowledged by Warren County and the County Engineer that the Private Improvements shall be completed on or before the Completion Date, barring the occurrence of an event or events out of the control of, and not reasonably foreseeable by, Warren County, the County Engineer or WCTID. Warren County shall cooperate with the County Engineer to ensure that the County Engineer provides Ramco with written updates regarding the progress of the Private Improvements at least twice monthly until completion of the Private Improvements.
- f) Cooperate with the County Engineer and WCTID to promptly repair any damage to the Development caused by the construction of the Private Improvements or Public Improvement Project, and restore the Development to the same condition that it was in prior to the commencement of the work.
- g) Cooperate with the County Engineer and WCTID to ensure that upon completion of the New Access, the New Access shall be immediately available for ingress and egress to and from the Development by Ramco, its employees, contractors, agents, tenants, and invitees.

3. It is acknowledged that this Agreement shall be binding upon both Warren County and the County Engineer.

*(Signatures on following pages)*

**IN EXECUTION WHEREOF**, Ramco-Gershenson Properties, L.P., has executed this Agreement as of the date this Agreement.

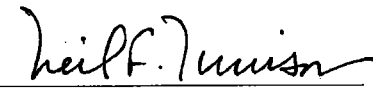
RAMCO-GERSHENSON PROPERTIES, L.P.,  
a Delaware limited partnership

By: Ramco-Gershenson Properties Trust  
Its: General Partner

By:   
Print Name: DENNIS GERSHENSON  
Title: PRESIDENT AND CEO

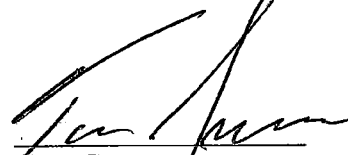
**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. \_\_\_\_\_ dated \_\_\_\_\_.

RECOMMENDED BY:  
WARREN COUNTY ENGINEER

  
Neil F. Tunison, P.E., P.S.  
County Engineer


Date: 9/6/2017

WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
Tom Grossmann  
President

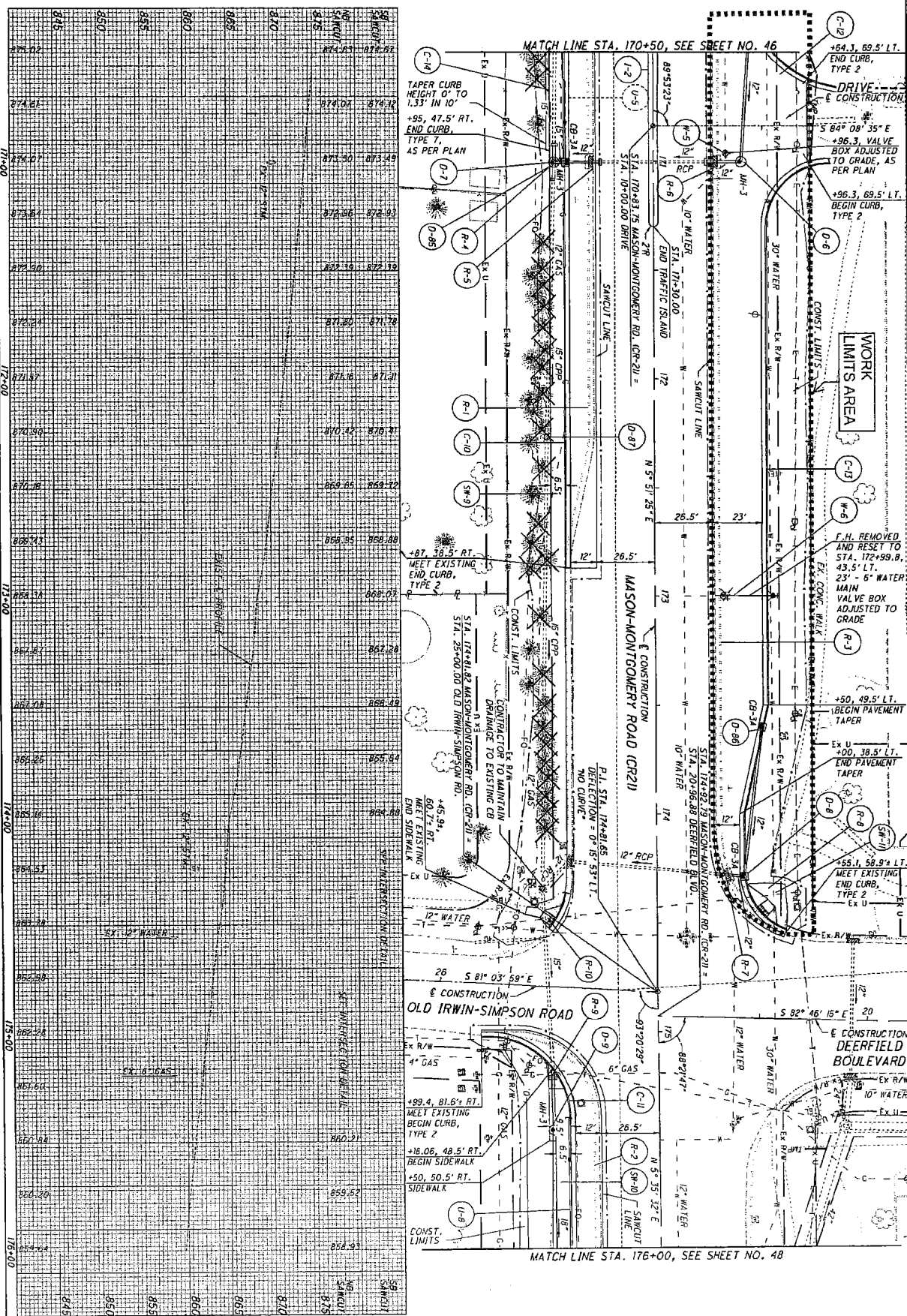
Date: 9/19/17

APPROVED AS TO FORM:

By:   
Special Assistant Warren County Prosecutor

Signature Page(s)





**MASON-MONTGOMERY ROAD (CR-21)**

**PLAN AND PROFILE  
STA. 170+50 TO STA. 176+00**

CALCULATED	0	20	40
CHECKED	HORIZONTAL SCALE IN FEET		

RAMCO DECELERATION LANE - WORK EXHIBIT

JUNE 30, 2017

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	
					DEVELOPER	DEVELOPER
<b>ROADWAY</b>						
203E10000	EXCAVATION	CY	23683	\$18.00	119	\$2,142.00
203E20000	EMBANKMENT	CY	5869	\$11.00	42	\$462.00
204E10000	SUBGRADE COMPACTION	SY	26655	\$2.00	480	\$960.00
<b>ROADWAY TOTAL</b>						<b>\$3,564.00</b>
<b>DRAINAGE</b>						
611E04600	12" CONDUIT, TYPE C	FT	1116	\$40.00	69	\$2,760.00
611E98180	CATCH BASIN, NO. 3A	EACH	54	\$1,600.00	2	\$3,200.00
611E99574	MANHOLE, NO. 3	EACH	19	\$2,600.00	1	\$2,600.00
<b>DRAINAGE TOTAL</b>						<b>\$8,560.00</b>
<b>PAVEMENT</b>						
301E46000	ASPHALT CONCRETE BASE, PG64-22	CY	4884	\$110.00	182	\$20,020.00
304E20000	AGGREGATE BASE (AS DIRECTED BY ENGINEER FOR UNDERCUT)	CY	4415	\$45.00	200	\$9,000.00
407E10000	TACK COAT	GAL	5247	\$2.00	33	\$66.00
407E98010	TACK COAT, MISC.: FOR INTERMEDIATE COURSE	GAL	5471	\$2.00	33	\$66.00
408E10000	PRIME COAT	GAL	7585	\$1.00	239	\$239.00
442E20000	ASPHALT CONCRETE SURFACE COURSE, 12.5MM, TYPE A (448)	CY	2792	\$155.00	25	\$3,875.00
442E20200	ASPHALT CONCRETE INTERMEDIATE COURSE, 19MM, TYPE A (448)	CY	3259	\$125.00	30	\$3,750.00
609E12000	COMBINATION CURB AND GUTTER, TYPE 2	FT	10597	\$21.00	400	\$8,400.00
609E54000	6" CONCRETE TRAFFIC ISLAND	SY	157	\$72.00	58	\$4,176.00
<b>PAVEMENT TOTAL</b>						<b>\$49,592.00</b>
<b>WATER WORKS AND SANITARY</b>						
638E10500	FIRE HYDRANT REMOVED AND RESET	EACH	11	\$2,400.00	1	\$2,400.00
<b>WATER WORKS AND SANITARY TOTAL</b>						<b>\$2,400.00</b>
<b>TRAFFIC CONTROL</b>						
621E00100	RPM	EACH	654	\$22.00	8	\$176.00
630E02100	GROUND MOUNTED SUPPORT, NO. 2 POST	FT	207	\$10.00	39	\$390.00
630E80100	SIGN, FLAT SHEET	SF	282.75	\$21.00	15.25	\$320.25
644E00400	CHANNELIZING LINE, 8"	FT	5913	\$1.20	375	\$450.00
644E00500	STOP LINE	FT	1060	\$5.00	16	\$80.00
644E00700	TRANSVERSE/DIAGONAL LINE	FT	1230	\$4.50	29	\$130.50
644E01300	LANE ARROW	EACH	87	\$78.00	4	\$312.00
<b>TRAFFIC CONTROL TOTAL</b>						<b>\$1,858.75</b>
<b>TOTAL CONSTRUCTION</b>						<b>\$65,974.75</b>
<b>TOTAL ENGINEERING</b>						<b>\$7,174.40</b>
<b>GRAND TOTAL</b>						<b>\$73,149.15</b>

# Resolution

Number 17-1441

Adopted Date September 19, 2017

ADVERTISE FOR REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES ASSOCIATED WITH THE ROOF REPLACEMENT AND REPAIRS PROJECT AT THE JUVENILE JUSTICE CENTER

BE IT RESOLVED, to advertise for Request for Qualifications for architectural services associated with the roof replacement and repairs project at the Juvenile Justice Center; and

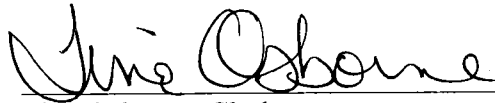
BE IT FURTHER RESOLVED, to direct the Clerk to advertise in a newspaper of general circulation, one time beginning the week of September 24, 2017; the deadline for the receipt of statements being October 13, 2017 @ 1:00 p.m.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB Bid file  
Facilities Management (file)

# Resolution

Number 17-1442

Adopted Date September 19, 2017

SET ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF JOHN CANDLE HOMES, LLC IN DEERFIELD TOWNSHIP


BE IT RESOLVED, to set the administrative hearing to consider a Request for Variance and Appeal of Conditions Required for an Access Permit filed by John Candle Homes, LLC, owner of record, for access to Snider Road for Parcel # 1633150020 in Deerfield Township; said public hearing to be held October 17, 2017, at 9:15 a.m. in the County Commissioners Meeting Room, 406 Justice Drive, Lebanon, Ohio 45036.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Engineer (file)  
Public Hearing file  
Applicant – John Candle Homes, LLC  
Richard Arnold, McGill Smith Punshon  
Deerfield Township Trustees  
Bruce McGary

# Resolution

Number 17-1443

Adopted Date September 19, 2017

APPROVE EMERGENCY REPAIR TO THE GENERATOR AT THE SIMPSON CREEK LIFT STATION

WHEREAS, the maintenance personnel discovered the generator at the Simpson Creek Lift Station was not working; and

WHEREAS, it is imperative to repair said generator immediately to continue servicing our customers with wastewater disposal; and

NOW THEREFORE BE IT RESOLVED, to declare an emergency and approve Purchase Order No. 22622 to Cummins of Bridgeway the amount of \$1,500.00 for the estimated cost of repairing said generator.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

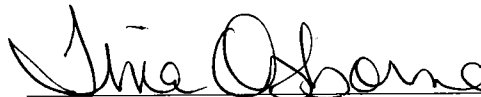
Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea


Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

las

cc: Auditor   
Water/Sewer (file)  
OMB

# Resolution

Number 17-1444

Adopted Date September 19, 2017

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/14/2017 001, #09/14/2017 002, #09/14/2017 003, #09/14/2017 004, #09/14/2017 005, and #09/14/2017 006; said batches are attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

# Resolution

Number 17-1445

Adopted Date September 19, 2017

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE  
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised  
Code 5705.41(D) (1), as attached hereto and made a part hereof:


BDD	\$12,075.00
Veterans	\$ 1,950.00
Veterans	\$ 96.00
Veterans	\$ 1,700.00
Veterans	\$1,375.00


Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon  
call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Developmental Disabilities (file)  
Veterans (file)  
OMB

# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9-1-17

From: Warren County Board of DD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: 2016 County  
PO was inadvertently closed

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>910</u>	<u>\$ 12,075.00</u>

VENDOR NAME Benchmark Human Services dba AW Holdings

DESCRIPTION OF SERVICES 2016 Provider Grant

DATE OF OBLIGATION 9-1-2017

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 311,805.14 DATE 10-11-16

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 5,387,589.92 DATE 9-15-16

FUND BALANCE NOW \$ 49,131,984.13

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

WARREN COUNTY AUDITOR  
MATT NOLAN  
LEBANON, OHIO

2017 SEP 11 PM 2:39

RECEIVED



### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/11/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: in between blanket rent

po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1950.00

VENDOR NAME David F Brown

DESCRIPTION OF SERVICES Rent

DATE OF OBLIGATION 9/6/17

### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 209,574.78 DATE 9-6-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 191,671.43 DATE 9-15-17

FUND BALANCE NOW \$ 36,421,675.14

CERTIFIED BY: Matt Nolan DA

**MATT NOLAN, WARREN COUNTY AUDITOR**

## THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/11/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: purchase order depleted  
to cover the cost of Purple Heart Ceremony - was unaware of that expense

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 96.00

VENDOR NAME Digistitch

DESCRIPTION OF SERVICES business cards

DATE OF OBLIGATION 8/1/17

## THEN & NOW CERTIFICATION

### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 37,208.00 DATE 7-31-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 23,490.50 DATE 9-15-17

FUND BALANCE NOW \$ 36,421,675.14

CERTIFIED BY: Matt Nolan 

**MATT NOLAN, WARREN COUNTY AUDITOR**

### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/13/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Between blanket po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1700.00

VENDOR NAME Keith Alexander

DESCRIPTION OF SERVICES Rent

DATE OF OBLIGATION 9/6/17

### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 209,574.78 DATE 9-6-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 189,721.43 DATE 9-15-17

FUND BALANCE NOW \$ 36,421,675.14

CERTIFIED BY: Matt Nolan 2017 SEP 14 AM 10:31

**MATT NOLAN, WARREN COUNTY AUDITOR**

### THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 9/17/17

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: in between blanket rent  
po's

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 1375.00

VENDOR NAME Twin Fountains of Mason

DESCRIPTION OF SERVICES Rent

DATE OF OBLIGATION 9/7/17

### THEN & NOW CERTIFICATION

#### CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

*The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.*

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 209,574.78 DATE 9-7-17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 188,021.43 DATE 9-15-17

FUND BALANCE NOW \$ 36,421,675.14

CERTIFIED BY: Matt Nolan

**MATT NOLAN, WARREN COUNTY AUDITOR**

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1446

Adopted Date September 19, 2017

## APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Refunds file

# Resolution

Number 17-1447

Adopted Date September 19, 2017

APPROVE BOND RELEASE FOR OTTERBEIN HOMES FOR COMPLETION OF IMPROVEMENTS IN ORCHARDS AT OTTERBEIN GARDEN VILLAS AND TERRACE PLACE APARTMENTS SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Orchards at Otterbein Garden Villas and Terrace Place Apartments
Developer	:	Otterbein Homes
Township	:	Turtlecreek
Amount	:	\$26,559.00
Surety Company	:	Hartford Fire Insurance Co. #33BSBHA1274

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

# Resolution

Number 17-1448

Adopted Date September 19, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR DRURY SOUTHWEST, INC. FOR COMPLETION OF IMPROVEMENTS IN MICROWAVE, SECTION 2 (DRURY INN) SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Microwave, Section 2 (Drury Inn)
Developer	:	Drury Southwest, Inc.
Township	:	Deerfield
Amount	:	\$49,202.40
Surety Company	:	Travelers Casualty and Surety Co. of America (106781571)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

#106781571

This Agreement made and concluded at Lebanon, Ohio, by and between Drury Southwest, Inc. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Travelers Casualty and Surety Company of America (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Microwave **Subdivision, Section/Phase** 2 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$37,848.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$37,848.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$49,202.40 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater



than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of       \$7,569.60       to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the District Administrator of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the District Administrator of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the District Administrator of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the District Administrator:

Warren County Soil & Water Conservation District  
District Administrator  
320 East Silver Street  
Lebanon, OH 45036  
Ph. 513.695.1337

C. To the Developer:

Drury Southwest, Inc.

Attn: Kevin Whitfield  
\_\_\_\_\_  
11331 Coker Loop East  
\_\_\_\_\_  
San Antonio, TX 78216  
\_\_\_\_\_  
Ph. ( 210 ) 490 - 4779  
\_\_\_\_\_

D. To the Surety:

Travelers Casualty and Surety Company of America  
\_\_\_\_\_  
One Tower Square  
\_\_\_\_\_  
Hartford, CT 06183  
\_\_\_\_\_  
Ph. ( 860 ) 277 - 0111  
\_\_\_\_\_

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

- \_\_\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)
- \_\_\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)
- \_\_\_\_\_ **Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- \_\_\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).


15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
  
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
  
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Drury Southwest, Inc.

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Kevin Whitfield

TITLE: Senior Vice President

DATE: 08/22/2017

**SURETY:**

Travelers Casualty and Surety Company of America

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Kayla A. Woodward

TITLE: Attorney-in-Fact

DATE: 08/17/2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1448, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
**DISTRICT ADMINISTRATOR OF THE  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2016

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 23,923,843	UNEARNED PREMIUMS	\$ 879,381,218
BONDS	3,472,067,233	LOSSES	758,091,002
STOCKS	321,318,705	LOSS ADJUSTMENT EXPENSES	224,272,289
INVESTMENT INCOME DUE AND ACCRUED	42,089,894	COMMISSIONS	39,769,777
OTHER INVESTED ASSETS	3,109,073	TAXES, LICENSES AND FEES	13,875,052
PREMIUM BALANCES	217,181,397	OTHER EXPENSES	42,557,946
NET DEFERRED TAX ASSET	89,571,988	CURRENT FEDERAL AND FOREIGN INCOME TAXES	11,351,548
REINSURANCE RECOVERABLE	23,137,819	REMITTANCES AND ITEMS NOT ALLOCATED	9,443,140
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,817,816	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	73,697,600
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	9,861,930	RETROACTIVE REINSURANCE RESERVE ASSUMED	977,979
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	583,147	POLICYHOLDER DIVIDENDS	9,082,602
OTHER ASSETS	6,199,678	PROVISION FOR REINSURANCE	3,555,060
		ADVANCE PREMIUM	1,786,267
		PAYABLE FOR SECURITIES	3,948,166
		PAYABLE FOR SECURITIES LENDING	6,917,816
		CEDED REINSURANCE NET PREMIUMS PAYABLE	26,818,735
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	886,744
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,349,281
		TOTAL LIABILITIES	\$ 2,107,582,219
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,847,905,524
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,088,189,284
TOTAL ASSETS	\$ 4,195,751,603	TOTAL LIABILITIES & SURPLUS	\$ 4,195,751,503

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

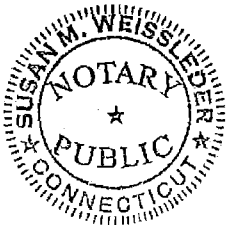
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2016.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17TH DAY OF MARCH, 2017

SUSAN M. WEISSELDER  
 Notary Public  
 My Commission Expires November 30, 2017



Effective Date: November 27, 1984

Expiration Date: April 01, 2018

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

NAIC No. 31194

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

*Mary Taylor*

Mary Taylor, Lt. Governor/Director





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232099

Certificate No. 007207460

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Lisa A. McAleenan, Kelly M. Sunderman, Anne M. Gliedt, Kevin E. McDaniel, Stephanie L. Klearman, DeAnna M. Maurer, and Kayla A. Woodward

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of April, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17 day of August, 2017.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# Resolution

Number 17-1449

Adopted Date September 19, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	17-018 (P/S)
Development	:	Soraya Farms Lifestyle Community, Section 4
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$36,775.47
Surety Company	:	First Financial Bank (#820113576)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(including Sidewalks)**

Security Agreement No.

17-018 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between Soraya Farms LLC  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
First Financial Bank (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Soraya Farms  
Lifestyle Community **Subdivision, Section/Phase** 4 (3) (hereinafter the "Subdivision") situated in  
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$183,877.35,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$16,800.90; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$36,775.47 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$36,775.47 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Shery Oakes

---

Soraya Farms LLC

---

8534 Yankee Street

---

Dayton, OH 45458

---

Ph. ( 937 ) 438 3667

D. To the Surety:

Bruce Crutcher

Senior Vice President

First Financial Bank

4391 Far Hills Ave, Kettering, OH 45429

Ph. ( 937 ) 425 - 6754

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)

Original Letter of Credit (attached) (LETTER OF CREDIT # 820113576)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**



17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: PRESIDENT

DATE: 8-23-17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: [Handwritten Signature]

PRINTED NAME: [Handwritten Name]

TITLE: SR. V.P.

DATE: 8/23/17

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1449, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

# **FIRST**

**first financial bank**

Another step on the path to success

September 6, 2017

To the Beneficiary:  
Board of Warren County Commissioners  
Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036

Irrevocable Letter of Credit # 820113576

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 820113576 in your favor, as Beneficiary, by order and for account of Soraya Farms, LLC, Lifestyle Section/Phase 4, Streets, Sidewalks & Appurtenances, Warren County, Ohio, up to the aggregate sum of Thirty Six Thousand Seven Hundred Seventy Five and 47/100 US Dollars (US \$36,775.47). This Letter of Credit is available by payment against your sight draft(s) drawn on FIRST FINANCIAL BANK, an Ohio state chartered bank.

Drafts are to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the Warren County Engineer stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Lifestyle Section 4, in accordance with the Security Agreement for Streets, Sidewalks and Appurtenances.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under First Financial Bank Standby Letter of Credit No. 820113576.

This Letter of Credit will expire on September 6, 2019.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at, First Financial Bank, an Ohio state chartered bank, located at 255 East Fifth Street, Suite 700, Cincinnati, OH 45202 or any other place which may be designated by us by written notice delivered to you, not later than the expiration date of September 6, 2019, or any future expiration date.

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

"The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the FIRST FINANCIAL BANK, an Ohio state chartered bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

**"The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".**

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600"). This Letter of Credit shall be deemed to be made under the laws of the State of Ohio, and shall, as to matters not governed by the UCP 600, be governed by and construed in accordance with the laws of the State of Ohio.

Sincerely,

FIRST FINANCIAL BANK

By:

  
Bruce Crutcher, Senior Relationship Manager

# Resolution

Number 17-1450

Adopted Date September 19, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

## SECURITY AGREEMENT

Bond Number	:	17-019 (W/S)
Development	:	Soraya Farms Lifestyle Community, Section 4
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$4,335.00
Surety Company	:	First Financial Bank (820113581)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann -- yea  
Mrs. Jones -- yea  
Mr. Young -- yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, Attn: Shery Oakes, 8534 Yankee Street, Dayton OH 45458  
First Financial Bank, N.A., Attn: Bruce Crutcher, 300 High Street, Hamilton OH 45011  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

17-019 (4/3)

This Agreement made and concluded at Lebanon, Ohio, by and between Soraya Farms LLC  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
First Financial Bank (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Soraya Farms  
Lifestyle Community **Subdivision, Section/Phase** 4 (3) (hereinafter the "Subdivision") situated in  
Clearcreek (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$43,350.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$0 ; and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$0 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$4,335.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same



to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.

13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: Dave Gully, Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn. Richard Renneker, Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

Shery Oakes

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Soraya Farms LLC

---

8534 Yankee Street

---

Dayton, OH 45458

---

Ph. ( 937 ) 438 - 3667

D. To the Surety:  
 Bruce Crutcher  
 \_\_\_\_\_  
 First Vice President  
 \_\_\_\_\_  
 First Financial Bank  
 \_\_\_\_\_  
 300 High Street, Hamilton OH 45011  
 \_\_\_\_\_  
 Ph. ( 937 ) 610 - 9300

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:
- Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)
  - Original Letter of Credit (attached) (LETTER OF CREDIT # 820113581)
  - Original Escrow Letter (attached)
  - Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
  - Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).
15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: Shery Oakes

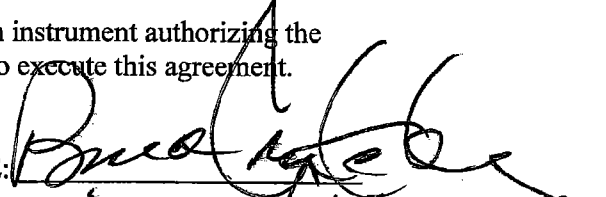
PRINTED NAME: SHERY OAKES

TITLE: PRESIDENT

DATE: 8-22-17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: BRUCE RESCHER

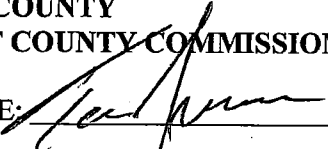
TITLE: S.R.V.P

DATE: 8/23/17

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1450, dated 9/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

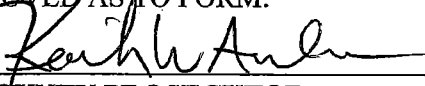
TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

# **FIRST**

**first financial bank**

Another step on the path to success

September 6, 2017

To the Beneficiary:  
Board of Warren County Commissioners  
Warren County Water and Sewer Department  
406 Justice Drive  
Lebanon, OH 45036

Irrevocable Letter of Credit # 820113581

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 820113581 in your favor, as Beneficiary, by order and for account of Soraya Farms, LLC, Lifestyle Section/Phase 4, Streets, Sidewalks & Appurtenances, Warren County, Ohio, up to the aggregate sum of Four Thousand Three Hundred Thirty Five and 00/100 US Dollars (US \$4,335.00). This Letter of Credit is available by payment against your sight draft(s) drawn on FIRST FINANCIAL BANK, an Ohio state chartered bank.

Drafts are to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Lifestyle Section 4, in accordance with the Security Agreement for Streets, Sidewalks and Appurtenances.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under First Financial Bank Standby Letter of Credit No. 820113581.

This Letter of Credit will expire on September 6, 2019.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at, First Financial Bank, an Ohio state chartered bank, located at 255 East Fifth Street, Suite 700, Cincinnati, OH 45202 or any other place which may be designated by us by written notice delivered to you, not later than the expiration date of September 6, 2019, or any future expiration date.

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

"The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the FIRST FINANCIAL BANK, an Ohio state chartered bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

**"The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".**

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600"). This Letter of Credit shall be deemed to be made under the laws of the State of Ohio, and shall, as to matters not governed by the UCP 600, be governed by and construed in accordance with the laws of the State of Ohio.

Sincerely,

FIRST FINANCIAL BANK

By

  
Bruce Crutcher, Senior Relationship Manager

# Resolution

Number 17-1451

Adopted Date September 19, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR FLYING R RANCH, LLC FOR COMPLETION OF IMPROVEMENTS IN AFTON FALLS, SECTION 5 SITUATED IN DEEFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND AGREEMENT

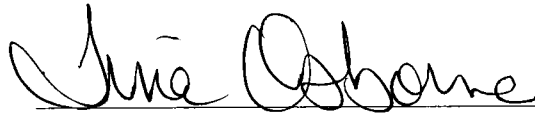
Bond Number	:	N/A
Development	:	Afton Falls, Section 5
Developer	:	Flying Ranch, LLC
Township	:	Deerfield
Amount	:	\$33,702.50
Surety Company	:	Certified Check – Merrill Lynch #915500455

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
E. Hartmann  
Soil & Water (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.  
\_\_\_\_\_

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Flying R Ranch, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
N/A (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Afton Falls Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the  
"Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$25,925.00  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$25,925.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in  
the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of  
the Improvements and their tentative acceptance by the County Commissioners to secure the performance  
of all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$33,702.50 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County Erosion and  
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater



than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the District Administrator of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$5,185.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the District Administrator of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the District Administrator of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the District Administrator of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the District Administrator:

Warren County Soil & Water Conservation District  
District Administrator  
320 East Silver Street  
Lebanon, OH 45036  
Ph. 513.695.1337

C. To the Developer:

Flying R Ranch, LLC

c/o Scott Ready

260 Corwin Nixon Boulevard

South Lebanon, OH 45065

Ph. ( 513 ) 494-2075

D. To the Surety:

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ph. ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

- Certified check or cashier's check (attached) (CHECK # 915500455)**
- Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)**
- Original Escrow Letter (attached)**
- Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).**
- Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).**

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

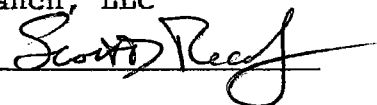
**DEVELOPER:**

**SURETY:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

Flying R Ranch, LLC

SIGNATURE: 

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Scott Ready

PRINTED NAME: \_\_\_\_\_

TITLE: Manager

TITLE: \_\_\_\_\_

DATE: 8/20/17

DATE: \_\_\_\_\_

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1451, dated 9/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

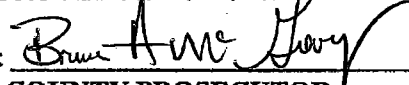
TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
DISTRICT ADMINISTRATOR OF THE  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



OFFICIAL CHECK

915500455

DATE 08/22/2017

62-20311

PAY TO THE ORDER OF THIRTY THREE THOUSAND SEVEN HUNDRED TWO AND 50/100 DOLLARS

\$ \*\*\*\*\*33702.50

TO THE ORDER OF WARREN COUNTY BOARD OF COMMISSIONERS

USA

DRAWER: Bank of America, N.A.

FOR: *Atton Falls*

*Melinda Dwyer*  
Authorized Signature(s)

Issued By: Bank of America, N.A.  
Printed At: Newark, NJ



⑈915500455⑈ ⑆031100209⑆ 38784875⑈

# Resolution

Number 17-1452

Adopted Date September 19, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR IMBUS ENTERPRISES, LP  
FOR COMPLETION OF IMPROVEMENTS IN LANDEN STORAGE 2611 SR 22&3  
SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon  
recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Landen Storage 2611 SR 22&3
Developer	:	Imbus Enterprises, LP
Township	:	Deerfield
Amount	:	\$13,000
Surety Company	:	The North Side Bank & Trust Company (LOC757)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon  
call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file



**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Imbus Enterprises, LP  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
The North Side Bank & Trust Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in 2611 SR 22 & 3  
Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the  
"Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$10,000.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$10,000.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$13,000.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$2,000.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Director of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation  
District Attn: Director  
320 East Silver Street  
Lebanon, OH 45036  
Ph. (513) 695-1337

C. To the Developer:

Imbus Enterprises, LP

---

5901 Montclair Blvd.  
\_\_\_\_\_  
Suite B  
\_\_\_\_\_  
Milford, OH 45150  
\_\_\_\_\_  
Ph. ( 513 ) 470 - 1900  
\_\_\_\_\_

D. To the Surety:

Paul Felix, Sr. Vice President  
\_\_\_\_\_  
The North Side Bank & Trust Co.  
\_\_\_\_\_  
4125 Hamilton Avenue  
\_\_\_\_\_  
Cincinnati, OH 45223  
\_\_\_\_\_  
Ph. ( 513 ) 853 - 4859  
\_\_\_\_\_

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

- Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)
- Original Letter of Credit** (attached) (**LETTER OF CREDIT #** 757 \_\_\_\_\_)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*John E. Imbus*  
John E. Imbus  
General Partner  
9-7-17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

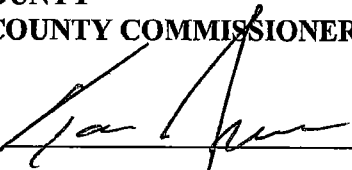
DATE: \_\_\_\_\_

*Paul B. Felio*  
Paul B. Felio  
Sr. Vice President  
9/7/17

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**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1452, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

**RECOMMENDED BY:**

By:   
**DIRECTOR**  
**WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT**

**APPROVED AS TO FORM:**

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**North Side Bank**  
AND TRUST COMPANY

September 7, 2017

**To The Beneficiary:**

Board of Warren County Commissioners  
Mr. Dave Gully, Administrator  
406 Justice Drive  
Lebanon, Ohio 45036

**Irrevocable Letter of Credit No. 757**

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. 757 in your favor for the account of Imbus Enterprises for erosion and sediment control up to an aggregate amount of Thirteen Thousand (\$13,000.00) United States Dollars available by your draft(s) at sight when drawn on The North Side Bank And Trust Company.

Drafts to be accompanied by the following document(s):

1. Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating "That the amount of accompanying draft represents an amount due and payable as a result of the fact that Imbus Enterprises has defaulted in the performance in accordance with the Security Agreement for erosion and sediment control dated September 7, 2017 between the BOARD OF WARREN COUNTY COMMISSIONERS and Imbus Enterprises.
2. Original Letter of Credit and any amendments:  
Draft(s) must be marked "Drawn under The North Side Bank And Trust Company Standby Letter of Credit No. 757 dated September 7, 2017." We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at "The North Side Bank And Trust Company" not later than the expiration date September 7, 2018, or any future expiration date.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify Mr. Dave Gully, Warren County Administrator, at the address listed above, in writing, by certified or registered mail, that we elect not to consider this Letter of Credit renewed for any such additional period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.



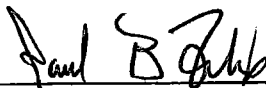
The draft presentment deadline set forth in this Letter of Credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline or any prior extension thereof, The North Side Bank And Trust Company notifies Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for successive one year period, at such time The Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made apart hereof, and fully incorporated herein, as if fully rewritten."

This credit is subject to the Uniform Customs and Practice for Documentary Credits International Chamber of Commerce Brochure No. 500.

**THE NORTH SIDE BANK AND TRUST COMPANY**

BY:



Paul B. Felix, Senior Vice President

# Resolution

Number 17-1453

Adopted Date September 19, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR LONG COVE POINTE OFFICE CONDOS, LLC FOR COMPLETION OF IMPROVEMENTS IN LONG COVE OFFICE CONDOS SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND AGREEMENT

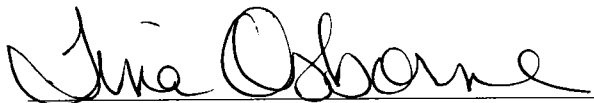
Bond Number	:	N/A
Development	:	Long Cove Office Condos
Developer	:	Long Cove Pointe Office Condos, LLC
Township	:	Deerfield
Amount	:	\$8,677.50
Surety Company	:	Great American Insurance Company #20694

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

\_\_\_\_\_

This Agreement made and concluded at Lebanon, Ohio, by and between LONG COVE  
POINTE OFFICE CONDOS LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
GREAT AMERICAN INSURANCE COMPANY (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in LONG COVE OFFICE  
CONDOS Subdivision, Section/Phase (3) (hereinafter the "Subdivision") situated in  
DEERFIELD (4) Township, Warren County, Ohio, in accordance with the Warren County  
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the  
"Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$6,675.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$6,675.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in  
the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$8,677.50 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County Erosion and  
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$1,335.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Director of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation  
District Attn: Director  
320 East Silver Street  
Lebanon, OH 45036  
Ph. (513) 695-1337

C. To the Developer:

LONG COVE POINTE OFFICE CONDOS LLC

8825 CHAPEL SQUARE DRIVE, SUITE B

CINCINNATI, OHIO 45249

Ph. (513 ) 683.3300-

D. To the Surety:

GREAT AMERICAN INSURANCE COMPANY

301 EAST FOURTH STREET

CINCINNATI, OHIO 45202

Ph. (513 ) 412.9165-

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. All parties are obligated to give notice of any change of address.

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (CHECK #                     )

       **Original Letter of Credit** (attached) (LETTER OF CREDIT #                     )

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:** Long Cove Pointe  
Office Condos, LLC By RLH  
 Pursuant to a resolution authorizing the undersigned to execute this agreement.  
Ventures B, Inc. Managing Member  
**SIGNATURE:** [Signature]

**PRINTED NAME:** x Robert S. Lucke  
**TITLE:** President  
**DATE:** x 9/12/17

**SURETY:**  
 Pursuant to an instrument authorizing the undersigned to execute this agreement.  
 GREAT AMERICAN INSURANCE COMPANY  
**SIGNATURE:** [Signature]

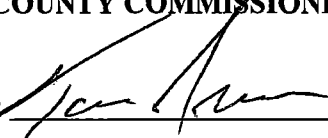
**PRINTED NAME:** PAULETTE M. AERNI  
**TITLE:** ATTORNEY-IN-FACT  
**DATE:** 9-11-17

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**



IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1453, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

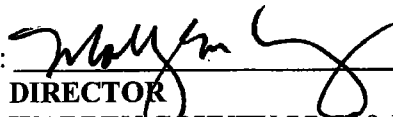
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
DIRECTOR  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20694

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF CINCINNATI, OHIO	ALL
THOMAS D. CASSADY		\$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015  
GREAT AMERICAN INSURANCE COMPANY

Attest



*Atty L C B*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

11<sup>th</sup>

day of

SEPTEMBER

2017



*Atty L C B*

Assistant Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

### Certificate of Compliance



Issued 06/27/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### GREAT AMERICAN INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-Stated Reasons (A&H)

Ocean Marine

Other

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

GREAT AMERICAN INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$6,851,230,772, liabilities in the amount of \$4,852,363,624, and surplus of at least \$1,998,867,148.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

A handwritten signature in cursive script that reads "Jillian Froment".

Jillian Froment, Director



**GREAT AMERICAN  
INSURANCE GROUP**

301 East Fourth Street  
Cincinnati, OH 45202-4204

GreatAmericanInsuranceGroup.com

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2016**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 2,751,319,379	Unpaid losses and loss expenses.....	\$ 2,828,879,902
Stocks.....	1,480,974,043	Reserve for underwriting expenses.....	268,411,434
Mortgage loans on real estate.....	233,765,374	Federal and foreign income taxes.....	14,018,337
Real estate (net of encumbrances).....	58,240,298	Reserve for unearned premiums.....	1,104,230,382
Cash and short-term investments.....	484,223,036	Ceded reinsurance premiums payable.....	83,663,531
Other invested assets.....	315,981,849	Funds held under reinsurance treaties.....	463,201,443
Receivable for securities.....	1,910,942	Retroactive reinsurance ceded.....	(102,381,676)
Investment income due and accrued.....	24,045,947	Other liabilities.....	192,240,271
Agents' and premium balances.....	530,481,763	<b>Total liabilities.....</b>	<b>4,852,363,624</b>
Reinsurance recoverable on loss and loss expense payments...	55,681,895	Capital stock.....	\$ 15,440,600
Net deferred tax asset.....	233,731,204	Paid in surplus.....	638,362,982
Receivable from affiliates.....	7,663,444	Special surplus funds.....	102,381,676
Receivable from Federal Crop Insurance Corporation.....	430,736,055	Unassigned funds.....	1,242,681,890
Company owned life insurance.....	173,652,265	Policyholders' surplus.....	1,998,867,148
Funds held as collateral.....	21,883,445		
Funded deductibles.....	22,187,733		
Other admitted assets.....	24,752,100		
<b>Total.....</b>	<b>\$ 6,851,230,772</b>	<b>Total.....</b>	<b>\$ 6,851,230,772</b>

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

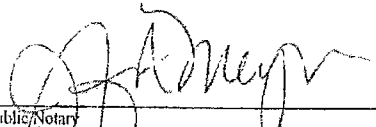
SS.:

COUNTY OF HAMILTON

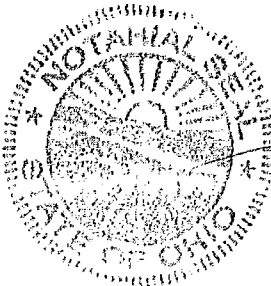
Robert J. Schwartz, Vice President and Controller, and Stephen Bernha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2016.

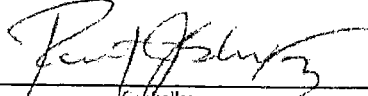
Subscribed and sworn to before me

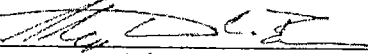
this 17th day of February, 2017.

  
Public Notary

JENNIFER A. MEYER  
Notary Public, State of Ohio  
My Commission Expires 11-08-2021



  
Controller

  
Assistant Secretary

# Resolution

Number 17-1454

Adopted Date September 19, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR WILSON FARMS DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN WILSON FARMS, SECTION 4B SITUATED IN FRANKLIN TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

## EROSION CONTROL PERFORMANCE BOND AGREEMENT


Bond Number	:	N/A
Development	:	Wilson Farms, Section 4B
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$42,271.79
Surety Company	:	Great American Insurance Company #CA2168316

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Developer  
Surety Co.  
Soil & Water (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**EROSION & SEDIMENT CONTROL**

Security Agreement No.

Bond # CA2168316

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
Wilson Farms Development, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in \_\_\_\_\_  
Wilson Farms Subdivision, Section/Phase 4B (3) (hereinafter the "Subdivision") situated in  
Franklin (4) Township, Warren County, Ohio, in accordance with the Warren County  
Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the  
"Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$32,516.76,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\_\_\_\_\_; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in  
the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$42,271.79 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County Erosion and  
Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$6,503.35 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Director of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be



necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation  
District Attn: Director  
320 East Silver Street  
Lebanon, OH 45036  
Ph. (513) 695-1337

C. To the Developer:

Wilson Farms Development, LLC

2610 Crescentville Road

West Chester, Ohio 45069

Ph. ( 513 ) 326 - 6000

D. To the Surety:

Great American Insurance Company

301 East Fourth Street

Cincinnati, Ohio 45202

Ph. ( 513 ) 412 - 9165

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (CHECK #                     )

       **Original Letter of Credit** (attached) (LETTER OF CREDIT #                     )

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
  
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
  
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
  
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

**SURETY:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: x Richard E Jones, Jr.

SIGNATURE: Anne Tierney

PRINTED NAME: x Richard E Jones, Jr.

PRINTED NAME: Anne Tierney

TITLE: x President/owner

TITLE: Attorney-in-Fact

DATE: September 11, 2017

DATE: September 11, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1454, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossman

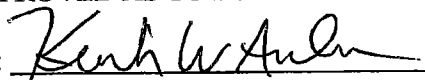
TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
**DIRECTOR  
WARREN COUNTY SOIL & WATER  
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20694

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PAULETTE M. AERNI	ALL OF	ALL
THOMAS D. CASSADY	CINCINNATI, OHIO	\$100,000,000
THOMAS W. CHATHAM		
ANNE TIERNEY		
RICHARD A. DAVIS		
PAUL J. SCHUELER, JR.		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of AUGUST, 2015  
GREAT AMERICAN INSURANCE COMPANY

Attest



*Atty L C B*

Assistant Secretary

*David C. Kitchin*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 4TH day of AUGUST, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 11th day of September, 2017.



*Atty L C B*

Assistant Secretary

# Resolution

Number 17-1455

Adopted Date September 19, 2017

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH SHAWHAN ASSOCIATES, LTD, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAWHAN TRAILS, PHASE VII SITUATED IN UNION TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	17-019 (P)
Development	:	Shawhan Trails, Phase VII
Developer	:	Shawhan Associates, LTD
Township	:	Union
Amount	:	\$218,181.60
Surety Company	:	Great American Ins. Co. (#1855730)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES**

Security Agreement No.

17-019(B) 20430

This Agreement made and concluded at Lebanon, Ohio, by and between Shawhan Associates, LTD  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Company (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Shawhan Trails  
Subdivision, Section/Phase VII (3) (hereinafter the "Subdivision") situated in  
Union (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$249,432.00,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$167,832.00; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one  
hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure  
the performance of the construction of uncompleted or unapproved Improvements in accordance with  
Warren County subdivision regulations and to require all Developers to post security in the sum of twenty  
percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements  
and their tentative acceptance by the County Commissioners to secure the performance of all maintenance  
upon the Improvements as may be required between the completion and tentative acceptance of the  
Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of \$218,181.60 to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the  
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$49,886.40 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.



7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Shawhan Associates, LTD

---

11148 WOODWARD LN  
CINCINNATI OHIO 45241

---

Ph. (513) 772 - 1521

D. To the Surety:

Great American Insurance Company

301 E. 4th Street

Cincinnati, Ohio 45202

Ph. ( 513 ) 345 - 9448

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

\_\_\_ **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

\_\_\_ **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

\_\_\_ **Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature). Great American Bond Number 1855730

\_\_\_ **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

**SURETY:** Great American Insurance Company

Pursuant to a resolution authorizing the undersigned to execute this agreement.

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

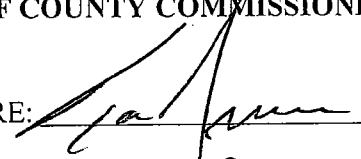
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1455, dated 9/19/17.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

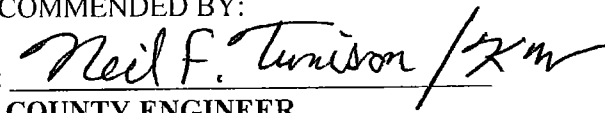
SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than EIGHT

No. 0 20930

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK NELSON LIZ OHL	ALL OF CINCINNATI, OHIO	ALL \$100,000,000
MARY BETH MILLING KAREN M. SPEED		
RANDAL T. NOAH STELLA ADAMS		
KATIE ROSE G. DALE DERR		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 11TH day of JULY, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 11TH day of JULY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of September, 2017.



*Atty L C B*  
Assistant Secretary

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1456

Adopted Date September 19, 2017

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

### SECURITY AGREEMENT

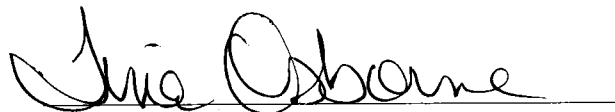
Bond Number	:	17-020 (W/S)
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$48,072.54
Surety Company	:	Capitol Indemnity Corporation (60123321)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249  
Capitol Indemnity Corporation, PO Box 5900, Madison WI 53705  
Water/Sewer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

Bond #60123321 17-020(43)

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$480,725.40,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
Zero (\$0); and,

**WHEREAS**, the County Commissioners have determined to require all developers to post security  
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved  
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements  
in accordance with Warren County subdivision regulations and to require all Developers to post security in  
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the  
Improvements and their tentative acceptance by the County Commissioners to secure the performance of  
all maintenance upon the Improvements as may be required between the completion and tentative  
acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum  
of Zero (\$0) to secure the performance of the construction of the  
uncompleted or unapproved Improvements in accordance with Warren County subdivision  
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is  
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total  
cost of the Improvements.



2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$48,072.54 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department  
Attn: Sanitary Engineer  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1380

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation

P O Box 5900

Madison, WI 53705

Ph. (800 ) 475 - 4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

**Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

**Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

**Original Escrow Letter** (attached)

**Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

**Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

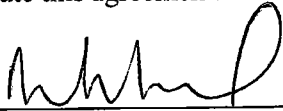
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 9/13/17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: September 13, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1456, dated 9/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS


SIGNATURE: 

PRINTED NAME: Tom Grassmann

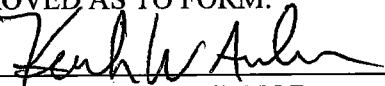
TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60123321

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

RYAN BURKE, JULIEANN JOHNSTON, DENISE NELSON, SUZANNE M. ROZEK, KATHLEEN A. VANSOVICH  
MICHAEL WARD, DEBORAH L. WILLIAMS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

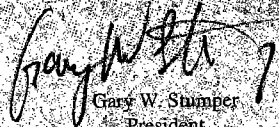
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:  
  
Gary W. Stumper  
President  
Surety & Fidelity Operations




CAPITOL INDEMNITY CORPORATION  
  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent


STATE OF WISCONSIN } S.S.  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13th day of September, 2017



  
Antonio Celii  
Secretary

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1457

Adopted Date September 19, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

Bond Number	:	17-020 (P/S)
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$492,303.18
Surety Company	:	Capitol Indemnity Corp (#60123320)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file



**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(Including Sidewalks)**

Security Agreement No.  
17-020 (P/S)  
Bond #60123320

This Agreement made and concluded at Lebanon, Ohio, by and between \_\_\_\_\_  
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills  
Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in  
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$1,265,759.60,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
\$378,694.75; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$492,303.18 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$255,151.92 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 -5400

D. To the Surety:

Capitol Indemnity Corporation  
P O Box 5900  
Madison, WI 53705  
Ph. (800 ) 475 - 4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check** (attached) (CHECK #                     )

       **Original Letter of Credit** (attached) (LETTER OF CREDIT #                     )

       **Original Escrow Letter** (attached)

  X   **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

       **Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).


15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

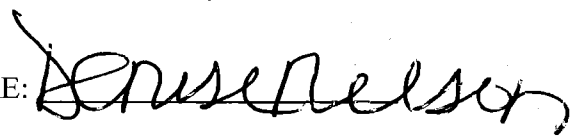
PRINTED NAME: Mark Kirkendall

TITLE: Vf. Housing? Land Controller

DATE: 9/13/17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson


TITLE: Attorney-In-Fact

DATE: September 13, 2017

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1457, dated 9/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

60123320

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----**RYAN BURKE; JULIEANN JOHNSTON; DENISE NELSON; SUZANNE M. ROZEK; KATHLEEN A. VANSOVICH**-----  
-----**MICHAEL WARD; DEBORAH L. WILLIAMS**-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00**-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

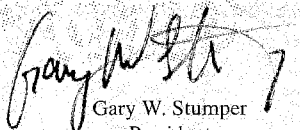
“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

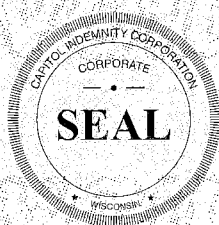
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.


**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

  
Gary W. Stumper  
President  
Surety & Fidelity Operations




**CAPITOL INDEMNITY CORPORATION**

  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE }

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE }

**CERTIFICATE**

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore; that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this  day of September, 2017



  
Antonio Celi  
Secretary



# Resolution

Number 17-1457

Adopted Date September 19, 2017

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HUDSON HILLS, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

## SECURITY AGREEMENT

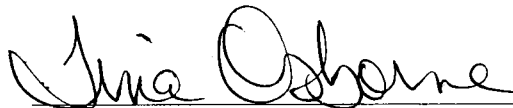
Bond Number	:	17-020 (P/S)
Development	:	Hudson Hills, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$492,303.18
Surety Company	:	Capitol Indemnity Corp (#60123320)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Engineer (file)  
Bond Agreement file

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE  
SECURITY AGREEMENT**

**STREETS AND APPURTENANCES  
(Including Sidewalks)**

Security Agreement No.  
17-020 (P/S)  
Bond #60423320

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Capitol Indemnity Corporation (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Hudson Hills **Subdivision, Section/Phase 2** (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$1,265,759.60, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$378,694.75; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$492,303.18 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$255,151.92 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners  
Attn: County Administrator  
406 Justice Drive  
Lebanon, OH 45036  
Ph. (513) 695-1250

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513 ) 248 - 5400

D. To the Surety:

Capitol Indemnity Corporation  
P O Box 5900  
Madison, WI 53705  
Ph. (800 ) 475 -4450

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:

       **Certified check or cashier's check (attached) (CHECK # \_\_\_\_\_)**

       **Original Letter of Credit (attached) (LETTER OF CREDIT # \_\_\_\_\_)**

       **Original Escrow Letter (attached)**

  X   **Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a power of attorney attached evidencing such authorized signature).**

       **Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).**

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

**DEVELOPER:**

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 

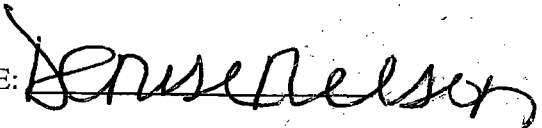
PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing? Land Controller

DATE: 9/13/17

**SURETY:**

Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: September 13, 2017

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 17-1457, dated 9/19/17.

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 9/19/17

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township



**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

**60123320**

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

RYAN BURKE, JULIEANN JOHNSTON, DENISE NELSON, SUZANNE M. ROZEK, KATHLEEN A. VANSOVICH  
MICHAEL WARD, DEBORAH L. WILLIAMS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

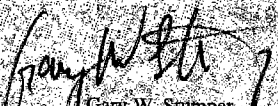
**"RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company, the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.


In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015

Attest:

  
Gary W. Stumper  
President  
Surety & Fidelity Operations




**CAPITOL INDEMNITY CORPORATION**  
  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say, that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

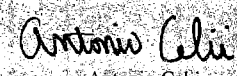
STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

**CERTIFICATE**

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 27th day of September, 2017



  
Antonio Celi  
Secretary

# Resolution

Number 17-1458

Adopted Date September 19, 2017

## APPROVE VARIOUS RECORD PLATS

BE IT RESOLVED, upon recommendation of the Warren County Regional Planning Commission, to approve the following Record Plats:

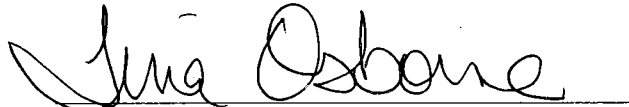
- Soraya Farms Lifestyle Community Section 4 – Clearcreek Township
- Davenport Acres – Harlan Township
- Shawhan Trails Phase VII – Union Township
- Hudson Hills Section 2 – Deerfield Township

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 17-1459

Adopted Date September 19, 2017

## CREATE COMMON PLEAS COURT FUND #272

WHEREAS, the Warren County Commissioners, in accordance with Ohio Revised Code 4511.191(H) agree to establish a Common Pleas Court Fund 272. The source of revenue for this fund comes from the drivers' license reinstatement fees collected by the Ohio Bureau of Motor Vehicles. The money is then transferred through the Ohio Department of Alcohol and Drug Addiction Services to the local fund/court.; and

WHEREAS, per the ORC, the Common Pleas Court shall use this money only for the purposes of paying for clients' alcohol and drug addiction treatment programs and alcohol monitoring devices. If there is a surplus in fund, CPC may use funds as follows:

- a) The court determines that substance abuse was a contributing factor leading to the criminal or delinquent activity or the juvenile traffic offense with which the person is charged, and
- b) The court determines the person is unable to pay the cost of the alcohol and drug assessment and treatment; and

WHEREAS, if the court declares a surplus in the fund, the court may also use the funds to pay for all or part of the cost of purchasing electronic continuous alcohol monitoring devices that are used in conjunction with a treatment program; and

WHEREAS, based on the 2016 OMAS issued checks, Common Pleas Court anticipates receiving \$6,300 per year; and

NOW THEREFORE BE IT RESOLVED, to create Common Pleas Court fund #272.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)   
Common Pleas (file)  
OMB

# Resolution

Number 17-1460

Adopted Date September 19, 2017

## APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

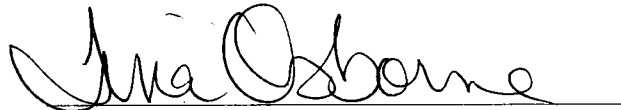
\$ 2,500.00 from #101-2500-400 (Juvenile Probation – Purchased Services)  
\$31,324.00 from #205-6710-478 (BDD – Contract Services)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Decrease file  
Juvenile (file)  
Board of Developmental Disabilities (file)  
OMB

# Resolution

Number 17-1461

Adopted Date September 19, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into #258-5800-663 (Classroom Training)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App file  
OhioMeansJobs (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1462

Adopted Date September 19, 2017

**APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS FUND #289**

BE IT RESOLVED, to approve the following supplemental appropriations:

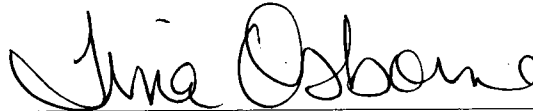
\$185,100.00	into	#289-1226-102	(Regular Salaries)
\$ 24,900.00	into	#289-1226-811	(PERS)
\$ 33,200.00	into	#289-1226-820	(Health Insurance)
\$ 480.00	into	#289-1226-860	(Life Insurance)
\$ 2,300.00	into	#289-1226-871	(Medicare)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental Adjustment file  
Common Pleas (file)  
Community Corrections (file)  
OMB

# Resolution

Number 17-1463

Adopted Date September 19, 2017

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE PROSECUTOR'S CRIME VICTIM GRANT FUND #245

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund 245 in the amount of \$5,641.99; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

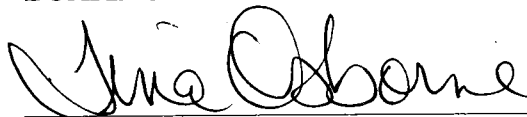
\$ 1,280.72	into	#245-2488- 2450-210	(Office Supplies, General)
\$ 4,361.27	into	#245-2488- 2450-910	(Other Expense)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea


Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CSM\

cc: Auditor   
Amended Certificate file  
Supplemental Appropriation file  
Prosecutor (file)  
OMB

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, September 18, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2017	Taxes	Other Sources	Total
Crime Victim Grant Fund	\$5,085.07	\$0.00	\$104,272.10	\$109,357.17
Fund 245				
<b>TOTAL</b>	<b>\$5,085.07</b>	<b>\$0.00</b>	<b>\$104,272.10</b>	<b>\$109,357.17</b>

\_\_\_\_\_ )  
 \_\_\_\_\_ )  
*Matt Nolas, Secy* )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Budget  
Commission

AMEND 17 11  
Fund 245-2750-237 +4,141.98

2017 SEP 18 PM 1 52



# Resolution

Number 17-1464

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMON PLEAS COURT  
PRETRIAL SERVICES FUND #101-1222 INTO COMMON PLEAS COURT FUND #101-  
1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00    from    #101-1222-421        (Rent or Lease)  
                 into    #101-1220-850        (Training-Education)

\$2,000.00    from    #101-1222-421        (Rent or Lease)  
                 into    #101-1220-940        (Travel – General)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mrs. Jones – yea


Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1465

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT-  
PROBATION SERVICES FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 5,316.00	from	#101-1223-102	(Regular Salaries)
	into	#101-1223-840	(Unemployment Comp)


Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1466

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS FUND #101-1110 INTO OMB FUND #101-1115.

BE IT RESOLVED, the following appropriation adjustments:

\$3,500.00 from #101-1110-840 (Commissioners – Unemployment Comp)  
into #101-1115-850 (OMB – Training, Education)

\$2,000.00 from #101-1110-840 (Commissioners – Unemployment Comp)  
into #101-1115-400 (OMB – Purchased Services)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mrs. Jones – yea

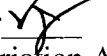
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Commissioners file  
OMB (file)

# Resolution

Number 17-1467

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO TREASURER FUND #101-1130

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioner's Fund #101-1110 into Treasurer Fund #101-1130 in order to process a vacation leave payout for Barney Wright former employee of the Treasurer's Office:

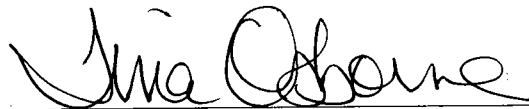
\$1,480.50	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1130-882	(Treasurer – Vacation Leave Payout)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Treasurer (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1468

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS FUND #101-1110, OMB FUND #101-1115, HEALTH INSURANCE FUND #632, AND WORKERS COMPENSATION FUND #636

BE IT RESOLVED, to approve the following appropriation adjustments:

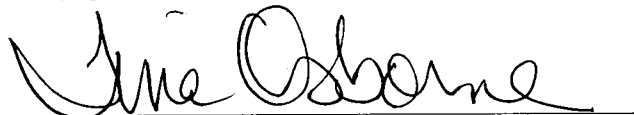
\$709.37	from #101-1110-840	(Commissioners – Unemployment Comp)
	into #101-1110-102	(Commissioners – Regular Salaries)
\$969.81	from #101-1110-840	(Commissioners – Unemployment Comp)
	into #101-1115-102	(OMB – Regular Salaries)
\$253.84	from #632-0100-932	(Benefits – Medical/Rx Claims)
	into #632-0100-102	(Health Insurance – Regular Salaries)
\$253.84	from #636-0110-400	(Worker’s Comp – Purchased Services)
	into #636-0110-102	(Work Comp – Regular Salaries)
\$ 3.20	from #636-0110-400	(Worker’s Comp – Purchased Services)
	into #636-0110-871	(Work Comp – Medicare)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Commissioners' file  
OMB (file)

# Resolution

Number 17-1469

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE CLERK OF COURT OF  
COMMON PLEAS FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,791.84	from	#101-1260-830	(Workers Compensation-D..A.W.R.)
	into	#101-1260-840	(Unemployment Comp.)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Clerk of Courts (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1470

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #101-2100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$10,503.00 from #101-2100-820 (Coroner – Health Insurance)  
into #101-2100-400 (Coroner – Autopsies)


Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Coroner (file)  
OMB

# Resolution

Number 17-1471

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$480.77      from    #101-2210-400      (Purchased Services)  
                 into    #101-2210-840      (Unemployment)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

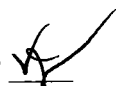
Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Sheriff's Office (file)  
OMB



**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1472

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #101-2810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00      from    #101-2810-220      (Operating Supplies, General)  
                 into    #101-2810-421      (Rent/Lease)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1473

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:


\$15,000.00 from #492-3819-371 (Comm Projects –Data Hardware)  
into #492-3819-400 (Comm Projects-Purchased Services)


Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)  
OMB

# Resolution

Number 17-1474

Adopted Date September 19, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /  
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment:

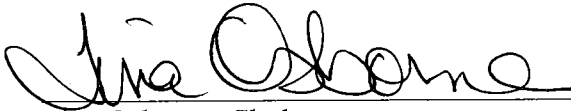
\$265.86	from	#101-2850-102	(Salaries)
	into	#101-2850-840	(Unemployment)


Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

**BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO**

# Resolution

Number 17-1475

Adopted Date September 19, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #238

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000	from	#238-5800-102	(Regular Salaries)
	into	#238-5800-114	(Overtime)

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea


Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Workforce Investment Board (file)  
OMB

# Resolution

Number 17-1476

Adopted Date September 19, 2017

## AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #09/19/2017 001, #09/19/2017 002, #09/19/2017 003, #09/19/2017 004, #09/19/2017 005, #09/19/2017 006, #09/19/2017 007, and #09/19/2017 008; said batches attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

# Resolution

Number 17-1477

Adopted Date September 19, 2017

## APPROVE SITE PLAN REVIEW APPLICATION OF OTTERBEIN LEBANON LLC

WHEREAS, this Board met this 19<sup>th</sup> day of September 2017, in the Commissioners' Meeting Room, to consider the site plan review application of Otterbein Lebanon relative to the relocation on the maintenance facility; and

WHEREAS, this Board has considered the testimony of the Rural Zoning Supervisor and all those present to speak in favor of or in opposition to said site plan review application; and

NOW THEREFORE BE IT RESOLVED, to approve the site plan review application of Otterbein Lebanon LLC subject to the following conditions:


1. Compliance with the standards of Union Village PUD Stage 1, Union Village PUD Stage 2, and the Warren County Rural Zoning Code including but not limited to: lighting, signage, parking, and landscaping.
2. An Erosion and Sediment Control Plan shall be submitted and approved by the Warren County Soil & Water Conservation District prior to earth-moving activities.
3. The proposed stormwater system, inclusive of all culverts, basins, and other devices, shall be designed and constructed in accordance with the standards and regulations of the Warren County Engineer.
4. The installation and provision of water utilities shall be to the satisfaction of Warren County.
5. The installation and provision of the sanitary sewer system shall be to the satisfaction of Butler County.
6. Landscaping shown on the revised site plan (9-13-17) shall be designed and constructed in accordance with the approved plan.
7. Dumpsters shall be screened with walls, gates, and/or landscaping.
8. The development of the site shall be in conformance with the Revised Site Plan dated 9-13-17.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RZC (file)  
Applicant  
Site Plan Review file

# Resolution

Number 17-1478

Adopted Date September 19, 2017

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF TRANSFER AGREEMENT BETWEEN THIS BOARD, THE WARREN COUNTY PORT AUTHORITY AND OTTERBEIN HOMES

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Assignment and Assumption and Amendment of Transfer Agreement between this Board, the Warren County Port Authority and Otterbein Homes relative to the Warren County Sports Complex; copy of said agreement attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea  
Mrs. Jones – yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Otterbein Homes  
C/A—Warren County Port Authority  
Bruce McGary  
CVB file  
Martin Russell

**ASSIGNMENT AND ASSUMPTION AND AMENDMENT  
OF TRANSFER AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF TRANSFER AGREEMENT** (this "Agreement") is made and entered into effective as of September 19, 2017, by and among the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS** (the "County"), the **WARREN COUNTY PORT AUTHORITY** (the "Port Authority"), and **OTTERBEIN HOMES**, an Ohio not-for-profit corporation ("Otterbein").

**WITNESSETH:**

A. Otterbein and the County entered into a certain Transfer Agreement dated March 21, 2017 (the "Transfer Agreement") relative to the transfer of a certain 109 acre tract of land owned by Otterbein in Turtlecreek Township, Warren County, Ohio and more specifically defined in the Transfer Agreement as the "Property" (and also sometimes referred to therein as the "Multi-Purpose Fields Parcel") and the construction and operation of certain Improvements and Infrastructure thereon by WCCVB, as the County's Designated Sports Facilities Operator. Capitalized terms used herein and not defined herein shall have the meanings given such terms by the Transfer Agreement.

B. The Property is part of a larger tract of land consisting of approximately 1,084 acres owned by Otterbein which has been zoned for comprehensive development as a planned unit development ("PUD") pursuant to a development plan ("Development Plan") approved by the County.

C. The PUD and Development Plan approved by the County by Resolution No. 14-1669 dated October 28, 2014 contemplated that the Property would be within an "SD5" Special District 5 zone for development as a sports and recreation complex upon transfer to WCCVB; however, page D.5 thereof provided for an alternate zoning designation if Otterbein did not transfer title to the SD5 area to the WCCVB on or before November 1, 2017 (the "Sports/Recreation Zoning Condition").

D. The Port Authority wishes to acquire the Property and to assume the County's rights, interests and obligations under the Transfer Agreement, and the County wishes to assign such rights, interests and obligations to the Port Authority, all as more specifically described herein.

E. Pursuant to the terms of the Transfer Agreement, the rights granted to the County therein may not be assigned, transferred, pledged or encumbered by the County without the prior written consent of Otterbein.

F. Otterbein wishes to consent to such assignment and assumption of the rights, interests and obligations of the County as set forth herein, and joins herein for that purpose and for the purpose of ratifying and affirming its obligations to the Port Authority, as the successor in interest to the County, under the Transfer Agreement.



**ASSIGNMENT AND ASSUMPTION AND AMENDMENT  
OF TRANSFER AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF TRANSFER AGREEMENT** (this "Agreement") is made and entered into effective as of September 19, 2017, by and among the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS** (the "County"), the **WARREN COUNTY PORT AUTHORITY** (the "Port Authority"), and **OTTERBEIN HOMES**, an Ohio not-for-profit corporation ("Otterbein").

**WITNESSETH:**

**A.** Otterbein and the County entered into a certain Transfer Agreement dated March 21, 2017 (the "Transfer Agreement") relative to the transfer of a certain 109 acre tract of land owned by Otterbein in Turtlecreek Township, Warren County, Ohio and more specifically defined in the Transfer Agreement as the "Property" (and also sometimes referred to therein as the "Multi-Purpose Fields Parcel") and the construction and operation of certain Improvements and Infrastructure thereon by WCCVB, as the County's Designated Sports Facilities Operator. Capitalized terms used herein and not defined herein shall have the meanings given such terms by the Transfer Agreement.

**B.** The Property is part of a larger tract of land consisting of approximately 1,084 acres owned by Otterbein which has been zoned for comprehensive development as a planned unit development ("PUD") pursuant to a development plan ("Development Plan") approved by the County.

**C.** The PUD and Development Plan approved by the County by Resolution No. 14-1669 dated October 28, 2014 contemplated that the Property would be within an "SD5" Special District 5 zone for development as a sports and recreation complex upon transfer to WCCVB; however, page D.5 thereof provided for an alternate zoning designation if Otterbein did not transfer title to the SD5 area to the WCCVB on or before November 1, 2017 (the "Sports/Recreation Zoning Condition").

**D.** The Port Authority wishes to acquire the Property and to assume the County's rights, interests and obligations under the Transfer Agreement, and the County wishes to assign such rights, interests and obligations to the Port Authority, all as more specifically described herein.

**E.** Pursuant to the terms of the Transfer Agreement, the rights granted to the County therein may not be assigned, transferred, pledged or encumbered by the County without the prior written consent of Otterbein.

**F.** Otterbein wishes to consent to such assignment and assumption of the rights, interests and obligations of the County as set forth herein, and joins herein for that purpose and for the purpose of ratifying and affirming its obligations to the Port Authority, as the successor in interest to the County, under the Transfer Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the Port Authority and Otterbein covenant and agree as follows:

1. Assignment. Subject to the terms of the Transfer Agreement and this Agreement, the County hereby transfers, assigns and conveys the County's rights, interests and obligations under the Transfer Agreement to the Port Authority.

2. Assumption. The Port Authority hereby accepts the foregoing assignment and, effective as of the date hereof, assumes and agrees to perform and be bound by all of the terms, covenants and conditions prospectively to be observed or performed by the County under or pursuant to the Transfer Agreement.

3. Amendment. Exhibits D and E of the Transfer Agreement are hereby amended and restated in their entirety in accordance with Exhibits D and E attached hereto and incorporated by reference herein.

4. Affirmation of Sports/Recreation Zoning Condition. Otterbein and the County hereby confirm satisfaction of the Sports/Recreation Zoning Condition upon transfer of title to the Property to the Port Authority.

5. Otterbein's Consent. Otterbein hereby consents to the making and execution of this Agreement and the foregoing assignment and assumption and amendment and agrees to recognize the Port Authority as the transferee of the Property for all purposes under or pursuant to the Transfer Agreement, and further ratifies and affirms all of the terms, covenants and conditions prospectively to be observed or performed by Otterbein under or pursuant to the Transfer Agreement.

6. Notices. Otterbein agrees that any notice or other communication pursuant to Section 10 of the Transfer Agreement shall be provided concurrently to both the County and the Port Authority. For purposes thereof, the Port Authority's notice address is as follows:

Warren County Port Authority  
Attention: Executive Director  
406 Justice Drive  
Lebanon, Ohio 45036

With a copy to:

J. Caleb Bell, Esq.  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

7. Miscellaneous. The above recitals are incorporated herein by this reference. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflicts of laws.

8. Counterparts. This Agreement may be executed in one instrument or in separate counterparts, the aggregate of which shall constitute an integrated, fully executed version hereof; this Agreement may be executed by facsimile or like method of electronically reproduced signature (e.g. delivery of a .pdf executed counterpart), which signature hereon shall have the same force and effect as an original signature. Each person executing this Agreement represents and warrants that s/he has the capacity and authority to execute this instrument on behalf of the entity for which s/he is acting and to bind such party hereto.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized signatories, as of the date hereof.

County:

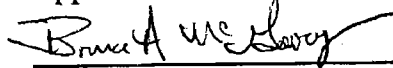
**BOARD OF COUNTY COMMISSIONERS OF  
WARREN COUNTY, OHIO**

By: 

Name: Tom Grossmann

Title: President

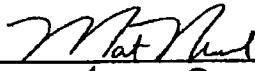
Approved as to Form:



Bruce A. McGary, Assistant Prosecutor

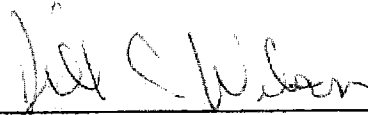
Port Authority:

**WARREN COUNTY PORT AUTHORITY**

By:   
Name: Mark Russell  
Title: Executive Director

Otterbein:

**OTTERBEIN HOMES,  
An Ohio not-for-profit corporation**

By: 

Name: Jill C. Wilson

Title: President/CEO

[End of signatures]

OCT 02 2017 RC

MATT NOLAN  
AUDITOR, WARREN CO. OHIO



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LINDA ODA

WARREN COUNTY RECORDER

2017-030063

DECLARATION

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REC FEE: 492.00 PGS: 60

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## DECLARATION OF COVENANTS AND RESTRICTIONS ②

*ad 402*  
This Declaration of Covenants and Restrictions (this "Declaration") is made by and between Otterbein Homes, an Ohio non-profit corporation ("Otterbein"), and Warren County Port Authority (the "Port Authority"), on September 29, 2017 (the "Effective Date").

### 1. Recitals

Otterbein is the owner of the parcel of real estate more particularly described on the attached Exhibit A (the "Otterbein Property"). By deed of even date recorded as instrument number 2017-030062 in the Office of the Recorder of Warren County, Ohio (the "Deed"), Otterbein has conveyed to the Port Authority the parcel of real estate more particularly described on the attached Exhibit B (the "Multi-Purpose Fields Parcel"), which is located adjacent to the Otterbein Property. Otterbein and the Port Authority each desire to create certain covenants and restrictions regarding the Multi-Purpose Fields Parcel, as more particularly described in this Declaration.

### 2. Declaration

In consideration of the mutual grants and covenants contained herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, Otterbein and the Port Authority agree as follows:

2.1 Definitions. The following terms will be defined as follows when used in this Declaration:

- (a) The "Improvements" will mean contemplated sports and recreation fields, as such are actually developed or redeveloped in the future (the "Multi-Purpose Fields") together with related concessions, locker rooms, restrooms, and maintenance facilities, as well as surface parking lots required to support the Multipurpose Fields, to be constructed on the Multi-Purpose Fields Parcel in the locations depicted on the Site Plan and in accordance with the Final Plans and Specs.
- (b) The "Site Plan" will mean the conceptual plan that identifies the location of the Improvements on the Multi-Purpose Fields Parcel that is attached hereto as Exhibit C, which Exhibit will remain in compliance in scope with the PUD approved by Warren County.
- (c) The "Infrastructure" will mean infrastructure improvements needed to support the Improvements, including without limitation utilities (water, sanitary sewer, and power), drainage, storm water retention facilities, roads, and ingress and egress connections, as depicted on the Site Plan and in accordance with the Final Plans and Specs.
- (d) The "Public Roads" will mean the roads to be constructed on the Multi-Purpose Fields Parcel that are denoted as such on the Site Plan and are more particularly described on the attached

Exhibit D. The Public Roads will be considered as a part of the Infrastructure for all purposes under this Declaration.

- (e) The "Final Plans and Specs" will mean detailed plans and specifications for the Improvements and the Infrastructure to be constructed on the Multi-Purpose Fields Parcel pursuant to Section 2.2, below. An itemized list of the Final Plans and Specs is attached hereto as Exhibit E.
- (f) "WCCVB" will mean the Warren County Convention and Visitors Bureau, an Ohio not-for-profit corporation, who for all purposes herein is the Port Authority's Designated Sports Facilities Operator in accordance with the Use Agreement.
- (g) The "Construction Completion Deadline" will mean three hundred and sixty (360) days after the date construction first begins on the Improvements or the Infrastructure but in no event later than four hundred eighty (480) days after the Effective Date, as the same may be extended pursuant to Section 2.2(a), below.
- (h) "Force Majeure" will mean means an act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Port Authority (other than the lack or inability to procure monies to fulfill its commitments and obligations or undertakings).
- (i) The "Use Agreement" will mean the agreement between the Port Authority and WCCVB regarding WCCVB's operation of the Multi-Purpose Fields, as the same may exist from time to time.
- (j) The "PUD" will mean the comprehensive development as a functionally interrelated community as a planned unit development that has been adopted for the Multi-Purpose Fields Parcel.

## 2.2 Initial Construction of the Improvements and the Infrastructure.

- (a) All Improvements and the Infrastructure will be constructed in accordance with the Final Plans and Specs. Public Roads will be constructed so as to qualify for dedication to and acceptance by Resolution of acceptance by Warren County for public use forever as public streets, and by Resolution of Turtlecreek Township for maintenance as a part of the construction of the Infrastructure. In addition, the plats dedicating the Public Roads will also include grants of easements for public utilities consistent with the requirements of the public utilities currently serving the area. The Public Roads and the foregoing grants of utility easements will also connect with portions of the Otterbein Property in the locations depicted on the Site Plan. The construction of the Improvements and the Infrastructure will be



substantially completed, as evidenced by the grant of an occupancy permit, by Warren County on or before the Construction Completion Deadline, provided, however, that the Construction Completion Deadline will be extended for a period of time equal to the time of any delay caused by Force Majeure.

2.3 Use of the Multi-Purpose Fields Parcel.

(a) The Multi-Purpose Fields Parcel will be used, if at all, only for the construction and operation of the Improvements consistent with the restrictions and other limitations set forth in Section 2.3(b) below, and for no other purpose whatsoever without, in each and every instance, the prior written consent of Otterbein, which Otterbein may withhold in its sole and absolute discretion. Notwithstanding the restrictive and affirmative covenants otherwise set forth in this Declaration, Otterbein agrees to not unreasonably withhold its consent to modifications that are consistent with the operation of a first class multi-purpose field project located in close proximity to a residential area.

(b) Use of the Multi-Purpose Fields Parcel will be subject to the following restrictive and affirmative covenants:

(i) The concessions included within the Improvements may only be open and operating during sporting events sanctioned or operated by WCCVB, or its designee at the direction of WCCVB.

(ii) Other than the concessions, the Improvements may only be operated by WCCVB, or its designee at the direction of WCCVB, and may not be sold or leased to a for-profit operation.

(iii) The Improvements may not be used for the operation of tournaments and other competitions daily before 7:00 a.m. or after 11:00 p.m. Notwithstanding the foregoing, tournaments and other competitions will be planned so that individual contests can be finished by dusk, with the additional hours of operation permitted above available to accommodate weather and other delays. All lights in the parking lots located on the Multi-Purpose Fields Parcel will be turned off not later than 11:30 p.m.

(iv) When not in use by WCCVB or its designee for the operation of tournaments and other competitions (including preparation of the Improvements for the same) and regular local youth team practice and training, the Multi-Purpose Fields and parking will be available for use by the public for recreation at no additional charge, subject only to such written reasonable and non-discriminatory rules and regulations as WCCVB may adopt from time to time. All such public users must enter into contracts with WCCVB containing terms acceptable to WCCVB ensuring that such public users shall purchase appropriate insurance for liability, bodily injury and property damage to the facilities and shall indemnify and hold harmless WCCVB, the Port Authority, and all parties then relevant to the Multi-Purpose Fields Parcel from claims, losses and damage that may arise. Tournaments and events sponsored by WCCVB will always take priority over any other use of the Improvements. It is

recognized for field health, there are necessary periods for the fields to rest and restore. For purposes of this Section 2.3(b)(iv), such rest periods shall be determined at the sole and exclusive discretion of WCCVB and will not be considered periods during which the fields are not in use.

(v) To the extent that any public address system or other system for amplifying sound is used during the operation of tournaments and other competitions, the volume from such system may not exceed 85 decibels, as measured at the boundary of the Multi-Purpose Fields Parcel.

(vi) The parking of automobiles, trucks and other vehicles will only be allowed or permitted on paved parking lots located on the Multi-Purpose Fields Parcel and on the street in spaces in areas that are expressly designed for such parking as depicted on the Site Plan.

- (c) Notwithstanding the provisions of Sections 2.3(a) and 2.3(b) to the contrary, the parking areas located on the Multi-Purpose Fields Parcel may be used for holding festivals or other events that are open to the public provided that the Port Authority or WCCVB has first obtained the prior written consent of Otterbein, which consent may not be unreasonably withheld.
- (d) WCCVB may sell naming rights for the Improvements. However, Otterbein will have the right to require reference to Union Village and Otterbein to be incorporated into said name used for the Improvements. In the event that WCCVB includes signage within the Improvements, including banners, then Otterbein will have the right to include signage in like areas and in like quality and dimensions as the additional signage included by WCCVB promoting Union Village development located on the Otterbein Property, at no additional charge (although the cost to prepare any such signage will be borne by Otterbein). So long as the standards of this Section 2.3(d) are met, WCCVB shall place such signage on the Multi-Purpose Fields Parcel. Although Otterbein may assign all or some of the rights set forth in Section 2.3(d) to Union Village Development Company, Otterbein may not otherwise sell, transfer or assign these naming rights to any third party, and Otterbein may not utilize the grant under this paragraph to include any third party's name relating to the Improvements.
- (e) Although this Declaration may not be construed as creating an affirmative covenant on behalf of the Port Authority to operate tournaments or competitions on the Multi-Purpose Fields Parcel, Otterbein will have the right to reacquire the Multi-Purpose Fields under certain circumstances as more particularly set forth in Section 2.6, below.

#### 2.4 Maintenance and Alterations to the Improvements.

- (a) The Multi-Purpose Fields Parcel, including all buildings, improvements and grounds, will be maintained in a well-maintained, safe, clean and attractive condition at all times (collectively, the "Multi-Purpose Fields Maintenance"), including without limitation (i) prompt removal of all litter, trash, refuse, and waste; (ii) complying with all government health and police requests; (iii) grass mowing; (iv) tree and shrub pruning; (v) watering; (vi) keeping exterior

lighting and mechanical facilities in working order; (vii) keeping lawn and garden areas alive, free of weeds, and attractive; (viii) keeping parking areas, driveways, and roads in good condition and repair; (ix) repainting of all buildings and improvements when reasonably necessary; and (x) repair of exterior damage to all buildings and improvements. In addition, WCCVB will be responsible, at its sole cost and expense, for the removal of snow and ice that may accumulate on the Public Roads until such time as one or more additional publicly dedicated streets intersect with southern side of the Public Roads (other than the connections to State Route 741 or Greentree Road), at which time such obligation will automatically end.

- (b) In the event that the requirements of Section 2.4(a) are not complied with, then, in addition to any of Otterbein's rights and remedies at law or in equity, Otterbein may, at any time after thirty (30) days' written notice to WCCVB or its successor, complete all or any portion of the Multi-Purpose Fields Maintenance, and all amounts reasonably expended by Otterbein will be due and payable by WCCVB or its successor within thirty (30) days after the completion thereof and WCCVB's or its successor's receipt of an invoice and reasonable supporting documentation therefor.
- (c) Prior to commencing the construction of any and all plans for the construction, reconstruction, replacement, change in external design or modification of any building or other improvements on the Multi-Purpose Fields Parcel, detailed plans and specifications for each intended improvement or alteration will be submitted to Otterbein for its review and reasonable approval which Otterbein agrees it will not unreasonably withhold provided the submitted plans and specifications are consistent with the character and quality of the Final Plan and Specs. Otterbein's review and approval of any such plans and specifications may not be construed as a statement by Otterbein that such plans and specifications are sufficient for their intended purpose or in compliance with applicable laws, rules, or regulations, and Otterbein assumes no liability or obligation whatsoever related to any plans and specifications it may so approve.
- (d) In the event of the damage or destruction of all or any part of the buildings and improvements on the Multi-Purpose Fields Parcel from a casualty, there will be either (i) a prompt commencement of reconstruction of such buildings and improvements or (ii) the buildings and improvements will be promptly razed and all debris will be cleared and all other reasonable action (including landscaping) will be taken so that the area that had been occupied by the razed building and improvements or portions thereof will be attractive; provided, however, this provision will not prevent the subsequent reconstruction of buildings and improvements on the Multi-Purpose Fields Parcel subject to the terms of this Declaration, including Section 2.4(c), above.

## 2.5 Use Agreement with WCCVB.

Otterbein and the Port Authority acknowledge and agree that the Multi-Purpose Fields Parcel will be subject to the Use Agreement and further agree that any Use Agreement will provide that the Multi-Purpose Fields Parcel will be managed and utilized subject to all of the covenants, restrictions and agreements set forth in this Declaration. In addition, Otterbein and the Port Authority

acknowledge that the Use Agreement may allocate the responsibility for the performance of the covenants and agreements set forth in this Declaration to WCCVB, and Otterbein agrees to accept the performance of those covenants and agreements from and by WCCVB.

## 2.6 Conditions Subsequent

- (a) As referenced in the Deed, the Multi-Purpose Fields Parcel has been conveyed by Otterbein to the Port Authority subject to the following condition subsequent, the failure of which will trigger a right of re-entry and reverter in favor of Otterbein as set forth in the Deed.

The Multi-Purpose Fields Parcel will be used by the Port Authority or WCCVB as a Sports Tourism Facility which will mean a facility accommodating hosted competitive events the determination of such status and the seasonal time periods for use being subject to WCCVB's sole discretion. If at any time after all outstanding debt or debt securities associated with the Multi-Purpose Fields Parcel is retired, whether now or hereafter incurred, the Port Authority does not operate the Multi-Purpose Fields Parcel as a Sports Tourism Facility as defined above, then Otterbein may send written notice to the Port Authority specifying such failure. Following such a notice, the Port Authority shall have (3) years following the Port Authority's receipt of such notice to cause the Multi-Purpose Fields Parcel to be used as a Sports Tourism Facility as defined above by hosting competitive events during the three (3) year cure period. Should the Port Authority not cause the resumption of such activities within the three (3) year cure period as provided above, Otterbein may exercise its right of reentry and reverter as set forth in the Deed. In addition, the Port Authority may, in the Port Authority's sole discretion, elect to notify Otterbein in writing that the Port Authority has elected to abandon the use of the Multi-Purpose Fields Parcel as a Sports Tourism Facility as defined above at any time prior to the end of the three (3) year cure period, following which Otterbein may exercise its right of re-entry and reverter as set forth in the Deed.

- (b) In the event that Otterbein exercises its right of re-entry and reverter as set forth in the Deed, this Declaration will automatically terminate and be of no further force and effect.

## 2.7 Benefited Parties

- (a) Subject to the provisions of Section 2.7(b), below, the covenants, restrictions, and agreements created by this Declaration will run with the land and be binding upon and inure to the benefit of Otterbein, the Port Authority, WCCVB and their respective successors and assigns, as fee simple owners of the Otterbein Property and the Multi-Purpose Fields Parcel, respectively. This Declaration has no third-party beneficiaries except as expressly set forth herein.
- (b) Notwithstanding anything in Section 2.7(a) to the contrary, the rights granted to Otterbein in Section 2.6 will not run with the land, but will be personal to Otterbein and may only be assigned, whether together or separately, by Otterbein to a corporation or other legal entity owned or controlled by Otterbein. In addition, notwithstanding anything in Section 2.7(a) to the contrary, Otterbein may elect to assign the rights to enforce or exercise the rights granted

in Sections 2.3(b), 2.3(c), 2.4(a), 2.4(b), and 2.4(c), whether together or separately, to any property owners' association or similar organization that may be created for all or any portion of the Otterbein Property by recorded instrument, and following any such an assignment the rights to enforce the rights granted in such Sections will inure solely to the benefit of such property owners' association or similar organization.

2.8 Miscellaneous

- (a) This Declaration will be construed in accordance with the laws of the State of Ohio. If any term or provision of this Declaration or its applicability to any person or circumstance is declared invalid or unenforceable, the remainder of this Declaration will not be affected and each term or provision will operate independently to the fullest extent permitted by law. This Declaration may be executed in two or more counterparts, which together constitute a single agreement. Signature pages of partially signed counterparts may be detached and collated with copies of this document to form fully signed counterparts. Following any default or other breach of this Declaration by the Port Authority, Otterbein will be entitled to all rights that it may have by reason of any such default or other breach, including the right to obtain injunctive or other legal or equitable relief as may be available at law or in equity.
- (b) Otterbein and the Port Authority agree that no breach of any covenant or agreement contained in this Declaration may result in a termination of the covenants and other rights granted or created herein.
- (c) This Declaration includes the following Exhibits, each of which is incorporated herein as if fully rewritten:
  - Exhibit A                      Legal Description of the Otterbein Property
  - Exhibit B                      Legal Description of the Multi-Purpose Fields Parcel
  - Exhibit C                      The Site Plan
  - Exhibit D                      Legal Descriptions of the Public Roads
  - Exhibit E                      Itemized List of the Final Plans and Specs
- (d) Any notice or other communication required or permitted by this Declaration will be in writing and will be deemed to be effective when delivered personally or two (2) business days after it is deposited in the United States mail, certified, return receipt requested, addressed as follows:



In execution whereof, Otterbein and the Port Authority have executed this Declaration as of the date first written above.

OTTERBEIN HOMES

By: Jill Wilson  
Jill C. Wilson,  
President/CEO

Date: September 29, 2017

STATE OF OHIO            )  
  ) SS:  
COUNTY OF WARREN    )

The foregoing instrument was acknowledged before me, a notary public, this 29<sup>th</sup> day of September, 2017, by Jill C. Wilson, the President/CEO of Otterbein Homes, an Ohio non-profit corporation, on behalf of such corporation.

W. Russell Wilson  
Notary Public



W. RUSSELL WILSON, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration  
Date. Section 147.03 O. R. C.

WARREN COUNTY PORT AUTHORITY

By: Martin Russell

Name: Martin Russell

Title: Executive Director

STATE OF OHIO )  
 ) SS:  
COUNTY OF WARREN )

The foregoing instrument was acknowledged before me, a notary public, this 29<sup>th</sup> day of September, 2017, by Martin Russell, the Executive Director of the Warren County Port Authority.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/17

[Signature]  
Notary Public

This instrument prepared by:  
W. Russell Wilson  
Frost Brown Todd LLC  
3300 Great American Tower  
301 East Fourth Street  
Cincinnati, Ohio 45202



Exhibit A

Otterbein Property



## LEGAL DESCRIPTION OF A 1084.2646 ACRE TRACT

Situate in Sections 18, 23 and 24, Town 4, Range 3 and Sections 13 and 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of the 141.4116 acre tract as conveyed to Otterbein Home by deed filed in the office of the Warren County, Ohio Recorder in O.R. Volume 646 at Page 462, etc., which is shown on a plat of survey filed in the Warren County Engineer's Record of Land Division in S.R. Volume 80 at Plat No. 53, all of the lands as conveyed to said Otterbein Home by deed filed in the office of said Recorder in Deed Book 417 at Page 218, etc., part of the remaining lands of the Seventh Tract and all of the remaining lands of the Eighth, Ninth and Tenth Tracts as conveyed to said Otterbein Home by deed filed in the office of said Recorder in Deed Book 96 at Page 372, etc. and being more particularly described as follows:

Beginning a found P.K. nail in State Route No. 63, marking the southernmost common corner of said Sections 18 and 24 and the southernmost common corner of said Seventh and Ninth Tracts of said Deed Book 96, Page 372, etc.; thence from said beginning, running with the meridian of said S.R. Volume 80, Plat No. 53:

- 1) With said State Route No. 63, along the southerly line of said Section 24 and said Seventh Tract, being the northerly line of the aforementioned Section 23 and the 0.459 acre and 88.694 acre tracts as conveyed to John Woebkenberg by deed filed in the office of said Recorder in O.R. Volume 929, Page 705, etc. which are shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 53 at Plat No. 56, N 89° 47' 56" W, 2659.94' to a found P.K. nail marking the northwest corner of said 88.694 acre tract and the northeast corner of the remaining lands of said Eighth Tract of said Deed Book 96, Page 372, etc.; thence,
- 2) Leaving said State Route No. 63, said section line and the southerly line of said Seventh Tract, with a westerly line of said 88.694 acre tract, along the lines of the remaining lands of said Eighth Tract of said Deed Book 96, Page 372, etc., S 01° 21' 45" E, (passing a found 1/4" iron pin at 38.41') a total distance of 755.54' to a found 1/4" iron pin marking the northeast corner of the 130.19 acre tract as conveyed to Kenneth and Barbara Ann Richardson by deed filed in the office of said Recorder in O.R. Volume 090 at Page 963, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 6 at Plat No. 141; thence,
- 3) Leaving the lines of said 88.694 acre tract, with the northerly line of said 130.19 acre tract, N 89° 38' 51" W, 1790.25' to a set 1/4" iron pin with cap in the base of a rotted fence corner post marking the northwest corner of said 130.19 acre tract; thence,
- 4) With a westerly line of said 130.19 acre tract, S 00° 23' 51" E, 1698.07' to a set 1/4" iron pin with cap marking a corner of said 130.19 acre tract; thence,

Exhibit A

Page one of twenty-four pages

HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 2 of 9

- 5) Continuing along another line of said 130.19 acre tract, N 89° 37' 11" W, (passing a set ½" iron pin with cap at 811.30') a total distance of 846.30' to an easterly line of a 998.07 acre tract in State Route No. 741 as conveyed to the State of Ohio by deed filed in the office of said Recorder in Deed Book 124 at Page 109, etc.; thence,
- 6) Leaving the lines of said 130.19 acre tract, with the easterly lines of said 998.07 acre tract and along said State Route No. 741, N 10° 11' 53" E, 276.80'; thence,
- 7) Continuing along same, N 17° 02' 23" E, 158.64' to a southerly corner of the 12.566 acre right-of-way tract as conveyed to said State of Ohio by deed filed in the office of said Recorder in O.R. Volume 1242 at Page 663, etc., which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 97 at Plat No. 51; thence leaving the lines of said 998.07 acre tract, with the easterly lines of said 12.566 acre right-of-way tract of said State Route No. 741 and State Route No. 63 for the following 39 courses:
  - 8) S 72° 38' 42" E, 40.24' to a found ¾" iron pin with cap; thence,
  - 9) N 24° 25' 25" E, 100.77' to a found ¾" iron pin with cap; thence,
  - 10) N 17° 38' 10" E, 194.41'; thence,
  - 11) N 20° 55' 37" E, 103.76'; thence,
  - 12) N 24° 36' 25" E, 98.94', witness the base of a bent ¾" iron pin with cap, found bearing S 89° 30' E, distant 3.02'; thence,
  - 13) N 15° 37' 01" E, 200.51' to a found ¾" iron pin; thence,
  - 14) N 24° 51' 57" E, 350.89'; thence,
  - 15) N 42° 34' 54" E, 53.85' to a found ¾" iron pin; thence,
  - 16) N 33° 18' 40" E, 135.39'; thence,
  - 17) N 15° 05' 26" E, 73.94'; thence,
  - 18) N 15° 26' 17" E, 106.24'; thence,
  - 19) N 14° 35' 41" E, 106.24'; thence,

HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 3 of 9

- 20) N 07° 49' 13" E, 106.26' to a found 3/4" iron pin with cap; thence,
- 21) N 02° 06' 58" E, 106.22' to a found 3/4" iron pin with cap; thence,
- 22) N 04° 06' 48" W, 310.77' to a found 1/4" iron pin; thence,
- 23) N 53° 31' 17" E, 52.90' to a found 3/4" iron pin on the southerly side of said State Route No. 63; thence,
- 24) Continuing along same, S 89° 35' 37" E, 150.00' to a found 3/4" iron pin; thence,
- 25) S 78° 17' 01" E, 101.98' to a found 3/4" iron pin; thence,
- 26) S 86° 20' 30" E, 88.14'; thence,
- 27) N 79° 54' 54" E, 164.75' to a found 3/4" iron pin; thence,
- 28) N 88° 46' 12" E, 350.14'; thence,
- 29) N 86° 24' 58" E, 200.21'; thence,
- 30) N 70° 03' 20" E, 53.46' to a set 1/2" iron pin with cap on the existing southerly right-of-way line of said State Route No. 63; thence,
- 31) Crossing said State Route No. 63, N 00° 47' 32" E, (crossing the dividing line between said Sections 23 and 24, being the dividing line between said Eighth and Seventh Tracts of said Deed Book 96, Page 372, etc. at 30.00') a total distance of 60.00' to a set 1/2" iron pin with cap on the existing northerly right-of-way line of said State Route No. 63; thence continuing through said Section 24, along the northerly side of said State Route No. 63, with the lines of the remaining lands of said Seventh Tract:
- 32) N 84° 59' 13" W, 150.40'; thence,
- 33) S 89° 05' 24" W, 200.39'; thence,
- 34) N 88° 26' 52" W, 250.05'; thence,
- 35) N 79° 06' 07" W, 164.75'; thence,
- 36) S 81° 20' 24" W, 190.38' to a found 3/4" iron pin; thence,

HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 4 of 9

- 37) N 87° 41' 04" W, 150.08' to a found ¼" iron pin; thence,
- 38) N 59° 41' 41" W, 46.14' to a found ¼" iron pin on the easterly side of said State Route No. 741; thence,
- 39) Continuing along same, N 04° 50' 27" W, 20.33' to a found ¼" iron pin; thence,
- 40) N 03° 23' 11" E, 200.25'; thence,
- 41) N 00° 31' 26" E, 300.00'; thence,
- 42) N 01° 23' 07" W, 150.08'; thence,
- 43) N 13° 30' 44" W, 103.08'; thence,
- 44) N 00° 54' 29" W, 400.13'; thence,
- 45) N 04° 53' 57" W, 150.67' to a found ¼" iron pin with cap on the existing easterly right-of-way line of said State Route No. 741; thence,
- 46) Leaving said easterly right-of-way line, N 89° 28' 34" W, 25.05' to a point in said State Route No. 741; thence,
- 47) Leaving the lines of said 12.566 acre right-of-way tract, with the general center of said State Route No. 741, through the aforementioned Seventh Tract of said Deed Book 96, Page 372, etc. and the aforementioned 141.4116 acre tract of said O.R. Volume 646, Page 462, etc., by new division line, N 00° 31' 44" E, (crossing the southerly line of said 141.4116 acre tract at 104.89' and crossing the northerly line of said 141.4116 acre tract at 2904.89') a total distance of 3918.05' to a found railroad spike at a northerly corner of said Seventh Tract of said Deed Book 96, Page 372, etc., on the dividing line between said Section 24, Town 4, Range 3 and the aforementioned Section 19, Town 3, Range 4, marking the southwest corner of the remaining lands of the Tenth Tract of said Deed Book 92, Page 372, etc. and the southeast corner of the remaining 279.1743 acres of the lands as conveyed to Armco Steel Company, LP by deed filed in the office of said Recorder in O.R. Volume 502 at Page 756, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 82 at Plat No. 74; thence,
- 48) Leaving the lines of said Seventh Tract, continuing along said State Route No. 741 and through said Section 19, Town 3, Range 4, with the westerly lines of the remaining lands of said Tenth Tract and the easterly lines of said remaining

- 279.1743 acre tract, N 00° 25' 23" E, 2118.04' to a found ¼" iron pin; thence,
- 49) Continuing along the lines of same, N 58° 43' 00" E, 2167.70' to a found railroad spike marking the westernmost corner of the 1.54 acre tract as conveyed to the Trustees of Turtlecreek Township by deed filed in the office of said Recorder in Deed Book 494 at Page 947, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 34 at Plat No. 26; thence,
- 50) Leaving said State Route No. 741 and the lines of said 279.1743 acre tract, with the southwesterly line of said 1.54 acre tract, S 35° 13' 38" E, (passing a set ½" iron pin with cap at 30.00') a total distance of 199.50' to a set ½" iron pin with cap marking the westernmost corner of the 25.8900 acre tract as conveyed to the Trustees of Turtlecreek Township by deed filed in the office of said Recorder in O.R. Volume 1815 at Page 43, etc.; thence, leaving the lines of said 1.54 acre tract, with the lines of said 25.8900 acre tract for the following six courses:
- 51) S 45° 03' 17" E, 613.63' to a set ½" iron pin with cap; thence,
- 52) S 89° 34' 48" E, 1376.59' to a set ½" iron pin with cap; thence,
- 53) N 00° 25' 12" E, 555.29' to a set ½" iron pin with cap; thence,
- 54) S 89° 34' 48" E, 280.44' to a set ½" iron pin with cap; thence,
- 55) N 55° 12' 10" E, 75.09' to a set P.K. nail in Greentree Road; thence,
- 56) With said Greentree Road, N 34° 47' 50" W, 100.00' to a found P.K. nail at the northeast corner of said 25.8900 acre tract, marking the southwesterly corner of the 4.036 acre tract as conveyed to Rick and Suzanne Beverly by deed filed in the office of said Recorder in O.R. Volume 1209 at Page 130, etc.; thence,
- 57) Leaving the lines of said 25.8900 acre tract and said Greentree Road, with the southerly line of said 4.036 acre tract, N 89° 24' 50" E, 142.52' to a found ½" iron pin marking the southeast corner of said 4.036 acre tract, on an easterly line of said Section 19, being a westerly line of the 0.476 acre tract as conveyed to Janet S. Armstrong by Registered Land Certificate of Title No. 1558 and by deed filed in the office of said Recorder in O.R. Volume 423, Page 607, etc. which is shown on plats of surveys filed in said Engineer's Record of Land Division in S.R. Volume 66 at Plat No. 41 and S.R. Volume 67 at Plat No. 51; thence,

HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 6 of 9

- 58) Leaving the lines of said 4.036 acre tract, with said easterly section line and a westerly line of said 0.476 acre tract, S 00° 01' 38" E, 69.82' to a found ½" iron pin; thence,
- 59) Continuing along said section line and another westerly line of said 0.476 acre tract, S 00° 49' 40" W, 133.98' to a found railroad spike in said Greentree Road marking the southwest corner of said 0.476 acre tract and the northwest corner of the lands conveyed to said Otterbein Home by the aforementioned deed filed in the office of said Recorder in Deed Book 417 at Page 128, etc.; thence,
- 60) Leaving said section line and the lines of said Tenth Tract, through the aforementioned Section 13, Town 3, Range 4, with said Greentree Road, along the northerly lines of the lands of said Deed Book 417, Page 128, etc. and the southerly lines of said 0.476 acre tract and the 5.0117 acre tract as conveyed to Billy L. and Linda L. Hasty by deed filed in the office of said Recorder in O.R. Volume 989 at Page 623, etc., which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 71 at Plat No. 59, S 40° 24' 49" E, 199.98' to a found railroad spike; thence continuing along said Greentree Road and the northerly lines of the lands of said Deed Book 417, Page 128, etc. for the following 4 courses:
  - 61) With another southerly line of said 5.0117 acre tract and the southerly lines of the 5.0120 acre tract as conveyed to Mitchell C. and Penny Ledford by deed filed in the office of said Recorder in O.R. Volume 483 at Page 597, etc. which is also shown on said S.R. Volume 71, Plat No. 59, the 5.0119 acre tract as conveyed to Jeffrey O. and Catherine E. Bunch by deed filed in the office of said Recorder in O.R. Volume 964 at Page 284, etc. as shown on said S.R. Volume 71, Plat No. 59 and the 21.472 acre tract as conveyed to Jerome P. Beuerlein by deed filed in the office of said Recorder in O.R. Volume 1374 at Page 179, etc. and O.R. Volume 822 at Page 504, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 85 at Plat No. 58, S 47° 50' 49" E, 759.00' to a found railroad spike; thence,
  - 62) With another southerly line of said 21.472 acre tract and the southerly lines of the 1.270 acre tract and the 1.258 acre tract as conveyed to Jerome P. and Cynthia H. Beuerlein by deeds filed in the office of said Recorder in O.R. Volume 822 at Pages 501 and 498, etc. which are shown on said S.R. Volume 85, Plat No. 58, S 35° 10' 49" E, 599.94' to a found railroad spike; thence,

- 63) With another southerly line of said 1.258 acre tract and a southerly line of New England Way Subdivision, the record plan of which is filed in the office of said Recorder in Plat Book 28 at Pages 17 and 18, S 50° 05' 49" E, 250.80' to a found railroad spike; thence,
- 64) Continuing with another southerly line of said New England Way Subdivision, S 58° 25' 49" E, (passing a found P.K. nail marking the intersection of the centerlines of said Greentree Road and New England Way as shown on said record plan at 66.75') a total distance of 448.80' to a found railroad spike marking the southeast corner of said New England Way Subdivision, being the northernmost common corner of the lands of said Deed Book 417, Page 128, etc. and the 45.36 acre tract as conveyed to Dawn B. Kersey as Tract II by deed filed in the office of said Recorder in Deed Book 482 at Page 047, etc.; thence,
- 65) Leaving the lines of said subdivision and said Greentree Road, with the easterly line of the lands of said Deed Book 417, Page 128, etc. and the westerly line of said 45.36 acre tract, S 00° 11' 19" E, 1575.82' to a found stone marking the southeast corner of the lands of said Deed Book 417, Page 128, etc., on the southerly line of said Section 13, Town 3, Range 4 and the northerly line of the aforementioned Section 18, Town 4, Range 3, being the northerly line of the aforementioned Ninth Tract of said Deed Book 96, Page 372, etc.; thence,
- 66) Leaving the lines of the lands of said Deed Book 417, Page 128, etc., with said section line, the northerly line of the lands of said Ninth Tract and the southerly line of said 45.36 acre tract, N 89° 32' 02" E, 149.82' to a set 1/2" iron pin with cap marking the northeast corner of the lands of said Ninth Tract and the northwest corner of the 73.50 acre tract as conveyed Lexie Anna Kinsworthy, et al as Tract Three by deed filed in the office of said Recorder in O.R. Volume 969 at Page 591, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 2 at Plat No. 226; thence,
- 67) Leaving said section line and the lines of said 45.36 acre tract, through said Section 18, with the lines of the remaining lands of said Ninth Tract and the westerly line of said 73.50 acre tract, S 00° 09' 09" W, 2665.96' to a found stone marking the southwest corner of said 73.50 acre tract on a northerly line of the 20.985 acre tract as conveyed to Daniel B. and Margaret G. Cunningham as Parcel I by deed filed in the office of said Recorder in O.R. Volume 1007 at Page 448, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 79 at Plat No. 75; thence,



HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 8 of 9

- 68) Leaving the lines of said 73.50 acre tract, with a northerly line of said 20.985 acre Parcel I, N 89° 48' 21" W, 264.70' to a found stone marking the northeast corner of the 10.115 acre tract as conveyed to said Cunningham as Parcel II, by said O.R. Volume 1007, Page 448, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 51 at Plat No. 79; thence,
- 69) Leaving the lines of said 20.985 acre Parcel I, with the northerly line of said 10.115 acre Parcel II, N 89° 39' 57" W, (passing a found ½" iron pin at 553.44') a total distance of 559.68' to the northwest corner of said 10.115 acre Parcel II; thence,
- 70) With the westerly line of said 10.115 acre Parcel II, S 00° 03' 11" W, 1626.77' to a found ½" iron pin marking a westerly corner of said 10.115 acre Parcel II; thence,
- 71) Leaving the lines of said 10.115 acre Parcel II, with the westerly lines of the 2.108 acre tract and the 2.639 acre tract as conveyed to William Spurlock by deed filed in the office of said Recorder in O.R. Volume 587 at Page 849, etc. which are shown on plats of surveys filed in said Engineer's Record of Land Division in S.R. Volume 19 at Plat Nos. 29 and 28 and the 2.00 acre tract as conveyed to Oscar W. Spurlock by deed filed in the office of said Recorder in O. R. Volume 587 at Page 845, etc. which is also shown on said S.R. Volume 19, Plat No. 28, S 00° 36' 31" W, (passing found ¾" iron pipes, 6.26' east of line at 324.94' and 5.23' east of line at 564.50' and a set ½" iron pin with cap at 1008.33') a total distance of 1038.33' to the southwest corner of said 2.00 acre tract in the aforementioned State Route No. 63, on the southerly line of said Section 18; thence,
- 72) Leaving the lines of said 2.00 acre tract, with said State Route No. 63 and the southerly line of said Section 18, N 89° 16' 37" W, 557.03' to the place of beginning, containing 1084.2646 acres of land, more or less. Of the above described 1084.2646 acre tract, 19.2834 acres lie within the lands of said O.R. Volume 646, Page 462, etc., 85.0707 acres of which lie within the lands of said Deed Book 417, Page 128, etc. and 979.9105 acres of which lie within the lands of said Deed Book 96, Page 372, etc., also of the above described 1084.2646 acre tract, there being 119.8561 acres lying within Section 18, Town 4, Range 3, 52.1626 acres lying within Section 23, Town 4, Range 3, 558.9485 acres lying within Section 24, Town 4, Range 3, 268.2267 acres lying within Section 19, Town 3, Range 4 and 85.0707 acres lying within Section 13, Town 3, Range 4.

Subject to all legal highways and easements of record.

HENDERSON AND BODWELL, P.L.L.

April 28, 1998  
COHL-3 SP  
1084.2646 Acre Tract  
Page 9 of 9

Prior Deeds: O.R. Volume 646, Page 462, etc.  
Deed Book 417, Page 128, etc.  
Deed Book 96, Page 372, etc.

The above legal description is the result of an actual field survey made under the direction of Steven R. Pennington of Henderson & Bodwell Consulting Engineers, Ohio Registered Surveyor No. S-7215, a plat of survey of which, dated April 28, 1998, is filed in the Warren County Engineer's Record of Land Division in S.R. Volume 104 at Plat No. 55.

Save and except the following conveyed to The Board of Turtlecreek Township Trustees and their successors in office forever by deed in O.R. Vol. 1815, Page 43.

Sidwell No. 08-19-400-003

Situate in Section 19, Town 3, Range 4, B.T.M. Turtlecreek Township, Warren County, Ohio, being part of the Tenth Tract of the Lands conveyed to Otterbein Home by deed filed in the office of the Warren County, Ohio Recorder in Deed Book 96 at Page 372, etc., and being more particularly described as follows: Beginning at a found P.K. nail in Greentree Road at a northerly corner of the lands of said Tenth Tract., marking the southeast corner of the 5.001 acre Tract II as conveyed to the Sykes Company by deed filed in the office of said Recorder in O.R. Volume 099 at Page 095, etc. which is shown on a plat of survey filed in the Warren County Engineer's Record of Land Division in S.R. Volume 31 at Plat No. 35, said beginning being N 34° 47' 50" W distant 246.39' as measured along said Greentree Road, from a found railroad spike on the easterly line of said Section 19; thence from said beginning, continuing with the meridian of a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 80 at Plat No. 53; 1) leaving the lines of said 5.001 acre Tract II, with said Greentree Road, through the lands of said Tenth Tract by new division lines, E 34° 47' 50" E, 100.00' to a set P.K. nail; thence 2) leaving said road continuing through the lands of said Tenth Tract, S 55° 12' 10" W, 75.09' to a set ½" iron pin with cap thence, 3) continuing through same, N 89° 34' 48" W, 280.44' to a set 1/2" iron pin with cap; thence 4) continuing through same, S 00° 25' 12" W, 555.29' to a set ½" iron pin with cap, thence, 5) continuing through same N 89° 34' 48" W, 1376.59' to a set ½" iron pin with cap; thence 6) continuing through same, N. 45° 03' 13" W. 613.63' to a set ½" iron pin with cap marking a southerly corner of the 1.54 acre tract as conveyed to the Trustees of Turtlecreek Township by deed filed in the office of said Recorder in Deed Book 494 at Page 947, etc. which is shown on a plat of survey filed in said Engineer's Record of Land Division in S.R. Volume 34 at Plat No. 26; thence 7) with the southerly line of said 1.54 acre tract, S. 89° 34' 48" E. 204.97' to a set ½" iron pin with cap marking the southeast corner of said 1.54 acre tract; thence 8) with the easterly line of said 1.54 acre tract N 00° 25' 12" E, 250.00' to a found ½" iron pin marking the northeast corner of said 1.54 acre tract, being on the southerly line of the 5.001 acre Tract I as conveyed to the aforementioned The Sykes Company by said O.R. Volume 099, Page 095, etc., which is also shown on said S.R. Volume 31; Plat No. 38; thence 9) leaving the lines of said 1.54 acre tract, with a northerly line of the lands of said Tenth Tract and the southerly lines of said 5.001 acre Tract I and the 5.001 acre Tracts III and II of said O.R. Volume 099, Page 095, etc., S. 83° 34' 48" E.; passing found 1' iron pipes at 824.71', 1225.00' and 1862.96'; a total distance of 1893.22' to the place of beginning, containing 25.89 acres of land, more or less.

The above legal description is the result of an actual field survey made under the direction of Steven R. Pennington or Henderson & Bodwell, Consulting Engineers, Ohio Registered Surveyor No. S-7215; a plat of survey of which, dated April 24,

1998, is filed in the Warren County Engineer's Record of Land Division in S.R.  
Volume 105 at plat No. 64.

1842487.1

SAVE AND EXCEPT THE FOLLOWING CONVEYED TO BOARD OF COUNTY COMMISSIONERS OF  
WARREN COUNTY, OHIO BY DEED IN O.R. VOL. 2340, PAGE 889.

HENDERSON AND BODWELL, L.L.P.

September 1, 2000  
CW-460 SP

**OTTERBEIN HOMES, SUCCESSION OF FORMERLY (S)  
OTTERBEIN HOME, AN OHIO NOT FOR PROFIT CORPORATION**  
LEGAL DESCRIPTION OF A 1.6085 ACRE ELEVATED WATER TANK LOT

Situate in Section 24, Town 4, Range 3, B.T.M., Turtle Creek Township, Warren County, Ohio, lying within the remaining 574.6653 acres of the seventh tract as conveyed to Otterbein Home by deed filed in the office of the Warren County Recorder in Deed Book 096 at Page 372, etc., which is shown on a plat of survey filed in the Warren County Engineer's Record of Land Division in S.R. Volume 104 at Plat No. 55A and 55B and being more particularly described as follows:

Commencing at a found railroad spike in the centerline of State Route No. 741 marking a northerly corner of said 574.6653 acre tract, being on the northerly line of said Section 24; thence, running with the meridian of said S.R. Volume 104, Plat No. 55A and 55B:

- 1) Leaving said centerline, with a northerly line of said 574.6653 acre tract and a northerly line of said Section 24, S 89° 37' 31" E, 642.41'; thence,
- 2) Leaving said section line, through said 574.6653 acre tract, S 00° 22' 27" W, 2121.63' to a set 1/2" iron pin with cap marking the TRUE PLACE OF BEGINNING of the herein described tract; thence from said TRUE PLACE OF BEGINNING continuing through said 574.6653 acre tract for the following four courses:
  - 1) N 88° 37' 52" E, 326.38' to a set 1/2" iron pin with cap; thence,
  - 2) S 01° 22' 08" E, 200.00' to a set 1/2" iron pin with cap; thence,
  - 3) S 88° 37' 52" W, 374.27' to a set 1/2" iron pin with cap; thence,
  - 4) N 12° 05' 47" E, 206.65' to the place of beginning, containing 1.6085 acres of land, more or less.

Subject to all legal highways, easements and restrictions of record.

Prior deed: Deed Book 036, Page 372, etc.

The above legal description is the result of an actual field survey made under the direction of Steven R. Parvinton of Henderson and Bodwell, L.L.P. Consulting Engineers, Ohio Registered Surveyor Number 8-7215, a plat of survey of which, dated September 1, 2000, is filed in the Warren County Engineer's Record of Land Division in S.R. Volume 114 at Plat No. 76.

SIGNED BY DONALD L. GILMORE, REGISTERED SURVEYOR,  
& JAMES C. THURSTON, COUNTY FINANCIAL OFFICER

RECORDED  
INDEXED  
SEP 13 2000  
WARREN COUNTY DEPT OF PUBLIC SAFETY

BOOK 2340 PAGE 891

<del>Old</del>	<del>12-24-200-004</del>	<del>743.281</del>
<del>New</del>	<del>12-24-200-005</del>	<del>1.6085</del>
<del>Rem</del>	<del>12-24-200-006</del>	<del>746.6725</del>

This parcel is approved for public utility purposes only.

NO PLAT REQUIRED  
 Approved Date: 11-09-01  
 BY: *[Signature]*  
 Sr. Dir. Warren Co. Regional Public Comm.

APPROVED  
 WARREN CO. MAP DEPT.  
 DATE: 11/09/01  
 BY: *[Signature]*

BOOK 2340 PAGE 890

SAVE AND EXCEPT THE FOLLOWING CONVEYED TO OHIO DEPARTMENT OF TRANSPORTATION BY  
AGREED JUDGMENT ENTRY IN O.R. VOL. 3649, PAGE 119.

PARCEL 2-WD  
WAR-741-792

428 - 140

**IN THE NAME AND FOR THE USE OF THE OHIO DEPARTMENT OF  
TRANSPORTATION, RESERVING ALL MINERAL RIGHTS TO OTTERBEIN  
HOMES, EXCLUDING LIMITATION OF ACCESS**

Situated in the State of Ohio, County of Warren, Township of Turtlecreek, being in Section 19  
Township 3 East, Range 4 North, and being more particularly described as follows:

Being a parcel of land lying on the right side of the centerline of right of way of State Route 741  
and being located within the following described points in the boundary there of:

Commencing at a railroad spike found on the centerline of right of way of State Route 741 and  
the section line of between section 24 and 19 which is shown on a plat of survey filed in the  
Warren County Engineer's Record of Land Division in S.R. Volume 104 at Plat No. 55A, said  
point also being the southeast corner of a 297.174 acre tract of Amco Steel Company, L.P., a  
Delaware Limited Partnership as recorded in Book 502 Page 756 of the records of Warren  
County, said point also being the southwest corner of a 257.970 acre tract of Otterbein Homes, an  
Ohio Not for Profit Corporation as recorded in Book 96 Page 372 of the records of Warren  
County, said point being designated as 0.88 feet left of centerline station 404+57.89 of proposed  
State Route 741;

thence North 05 degrees 53 minutes 12 seconds east along said centerline of right of way of State  
Route 741 for a distance of 1342.06 feet to a point at 3.08 feet left of centerline station  
418+00.01 of proposed State Route 741 and being the TRUE POINT OF BEGINNING of the  
parcel herein described;

thence South 84 degrees 06 minutes 48 seconds East perpendicular to the centerline of right of  
way of State Route 741 for a distance of 30.00 feet to an iron pin set on the existing right of way  
at 26.92 feet right of centerline station 418+00.00 of proposed State Route 741;

thence North 43 degrees 09 minutes 37 seconds East along the easterly right of way line of State  
Route 741 for a distance of 62.85 feet to an iron pin set at 65.00 feet right of centerline station  
418+50.00;

thence continuing along the proposed easterly right of way line of State Route 741 North 09  
degrees 24 minutes 43 seconds East for a distance of 80.91 feet to an iron pin set at 70.00 feet  
right of centerline station 419+30.76 of proposed State Route 741;

thence continuing along the proposed easterly right of way line of State Route 741 North 10  
degrees 07 minutes 03 seconds East for a distance of 256.94 feet to an iron pin set at 75.00 feet  
right of centerline station 422+00.00 of proposed State Route 741;

BOOK 3649 PAGE 123

428 - 147

thence South 05 degrees 53 minutes 12 seconds West along the centerline of right of way of State Route 741 for a distance of 775.85 feet to the TRUE POINT OF BEGINNING.

Containing within said bounds 3.577 acres inclusive of the present road which occupies 1.199 acres.

Description prepared and reviewed by William E. Teaderman, P.S., Registered Surveyor No. 005363 on May 23, 2003.

Based upon a survey made by Preferred Surveying Company under the direct supervision of Scott Lindgren, Registered Surveyor No. 7853 on March 12, 2002.

Hearings in this description are based the Ohio Lambert Projection South Zone Plane Coordinate System as established by the National Geodetic Survey, North American Datum 1983.

Grantor claims title by Volume 96, Page 372 in the records of Warren County, Ohio.

The foregoing described area is contained within Auditor's Permanent Parcel Number 12-24-200-0042.

Monuments referred to as iron pins set are 1/4 inch diameter x 30 inch long iron bars with a 1-1/2 inch diameter aluminum cap marked "ODOT R/W, DISTRICT 8". The stations referred to herein are from centerline of construction of State Route 741 as found on O.D.O.T. Right of Way Plan WAR-741-7.92.

APPROVED  
WARREN CO. MAP DEPT.  
DATE July 31, 2004  
BY [Signature]

~~Old 18-24-200-007 746.1865 ac.~~  
~~New 08-19-308-003 3.577 ac.~~  
~~Rem 12-24-200-008 730.6095 ac.~~

BOOK 3649 PAGE 125

TRANSFERRED

SEP 3 2004  
WARREN COUNTY RECORDS

110 J 2000 - WARREN COUNTY RECORDER  
Doc # 48688 Type: JOHN ENGIN  
Filed: 3/13/2004 11:45:28 AM  
# of Volumes: 3855 Pages: 123 Pages: 5  
File: 12087  
Date of Entry: 7



SAVE AND EXCEPT THE FOLLOWING CONVEYED TO OHIO DEPARTMENT OF TRANSPORTATION BY AGREED JUDGMENT  
ENTRY IN O.R. VOL. 3315, PAGE 515

OLD# 12-24-200-006 741,4735 OLD# 12-23-100-012 1,220  
NEW# 12-24-200-004 1,486 NEW# 12-23-100-013 1,220  
REM# 12-24-200-007 740,1865 REM# 12-23-100-014 33,010

PARCEL 1-WD  
WAR-63-5.6473 (3.52)

APPROVED  
WARREN CO. WAP 00  
DATE 10-14-20  
BY H.C.H.

ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS

Situated in the State of Ohio, Warren County, Turtlecreek Township Section 23 and 24,  
Township 4, Range 3, being part of a 473.34 hectare (1169.63 Acres) tract described in Deed  
Volume 96, Page 372, in the Warren County Recorders Office and on both sides of the  
construction centerline of SR63; and being more particularly described as follows;

Commencing at a P.K. nail found at the northeast corner of Section 23 marking the section  
corner for Sections 17, 18, 23 and 24;

thence along the northerly section line of Section 23 North 84°20'15" West, a distance of  
666.084 meters (2,185.29 feet) to the TRUE POINT OF BEGINNING, said point being 2.329  
meters (7.64 feet) left of Station 5+850.000;

thence continuing along said Section Line, North 84°20'15" West, a distance of 144.616 meters  
(474.49 feet) to a point, said point being 2.291 meters (7.52 feet) left of Station 5+705.384;

thence South 04°05'25" West, a distance of 17.742 meters (58.21 feet) to a point, said point being  
13.471 meters (50.76 feet) right of Station 5+705.377;

thence North 84°18'40" West, a distance of 12.362 meters (40.56 feet) to a point, said point being  
15.471 meters (50.76 feet) right of Station 5+693.515;

thence South 82°41'23" West, a distance of 13.734 meters (45.06 feet) to a point, said point being  
18.561 meters (60.90 feet) right of Station 5+680.134;

thence South 73°26'57" West, a distance of 10.744 meters (35.25 feet) to a point, said point being  
22.627 meters (74.24 feet) right of Station 5+670.189;

thence South 70°18'31" West, a distance of 9.630 meters (31.60 feet) to a point, said point being  
26.754 meters (87.78 feet) right of Station 5+661.489;

thence North 84°20'15" West, a distance of 30.145 meters (98.91 feet) to a point, said point being  
26.768 meters (87.83 feet) right of Station 5+631.344;

thence North 77°41'38" West, a distance of 41.836 meters (137.26 feet) to a point, said point  
being 21.947 meters (72.01 feet) right of Station 5+589.786;

thence North 68°10'32" West, a distance of 10.571 meters (34.68 feet) to a point, said point being  
19.010 meters (62.37 feet) right of Station 5+579.632;

thence North 57°29'03" West, a distance of 11.150 meters (36.58 feet) to a point, said point being  
13.977 meters (45.85 feet) right of Station 5+569.682;

thence North 83°37'12" West, a distance of 113.899 meters (373.70 feet) to a point, said point  
being 12.603 meters (41.35 feet) right of Station 5+455.791;

thence North 75°31'01" East, a distance of 16.280 meters (53.41 feet) to a point, said point being  
6.989 meters (22.93 feet) right of Station 5+471.071;

thence North 05°39'45" East, a distance of 9.143 meters (30.00 feet) to a point in the northerly  
line of said Section 23, said point being 2.154 meters (7.07 feet) left of Station 5+471.067;

thence along said Section line, North 84°20'15" West, a distance of 45.482 meters (149.23 feet)  
to a point, said point being 2.133 meters (7.00 feet) left of Station 5+425.585;

thence leaving said section line North 03°41'20" East, a distance of 12.995 meters (42.64 feet) to  
a point in the proposed north right-of-way line of SR 63, said point being 15.128 meters (49.63  
feet) left of Station 5+425.585;

thence South 84°18'40" East, a distance of 187.612 meters (615.56 feet) to a point, said point  
being 15.128 meters (49.63 feet) left of Station 5+613.199;

428 - 141

thence continuing along the proposed easterly right of way line of State Route 741 North 21 degrees 16 minutes 23 seconds East for a distance of 183.96 feet to an iron pin set at 75.00 feet right of centerline station 424+00.00 of proposed State Route 741;

thence North 30 degrees 11 minutes 46 seconds East along the proposed southerly right of way line of State Route 741 for a distance of 185.27 feet to an iron pin set at 65.00 feet right of centerline station 426+00.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 36 degrees 11 minutes 17 seconds East for a distance of 94.20 feet to an iron pin set at 55.00 feet right of centerline station 427+00.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 54 degrees 15 minutes 03 seconds East for a distance of 183.13 feet to an iron pin set at 65.00 feet right of centerline station 428+95.46 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 62 degrees 32 minutes 32 seconds East for a distance of 147.43 feet to an iron pin set at 70.00 feet right of centerline station 430+50.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 59 degrees 22 minutes 05 seconds East for a distance of 199.77 feet to an iron pin set at 55.00 feet right of centerline station 432+50.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 52 degrees 26 minutes 28 seconds East for a distance of 50.99 feet to an iron pin set at 45.00 feet right of centerline station 433+00.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 63 degrees 34 minutes 01 seconds East for a distance of 100.23 feet to an iron pin set at 45.00 feet right of centerline station 434+00.00 of proposed State Route 741;

thence continuing along the proposed southerly right of way line of State Route 741 North 52 degrees 41 minutes 08 seconds East for a distance of 61.07 feet to an iron pin set on the existing right of way of State Route 741 at 33.62 feet right of centerline station 434+60.00 of proposed State Route 741;

thence leaving said line, North 25 degrees 49 minutes 11 seconds West for a distance of 30.00 feet to a point on the centerline of right of way of State Route 741 at 3.62 feet right of centerline station 434+60.38 of proposed State Route 741;

thence South 64 degrees 10 minutes 49 seconds West along the centerline of right of way of State Route 741 for a distance of 982.28 feet to an iron pin found at 142.91 feet left of centerline station 1351.76.99 of proposed State Route 741;

BOOK 3649 PAGE 124

404-777

Thence North 63°48'14" East, a distance of 21.530 meters (70.64 feet) to a point, said point being 26.501 meters (86.95 feet) left of Station 5+631.480;

Thence South 84°20'20" East, a distance of 30.000 meters (98.43 feet) to a point, said point being 26.515 meters (87.00 feet) left of Station 5+661.480;

Thence South 84°20'15" East, a distance of 8.580 meters (28.15 feet) to a point, said point being 26.519 meters (87.01 feet) left of Station 5+670.060;

Thence South 81°39'25" East, a distance of 29.976 meters (98.35 feet) to a point, said point being 25.131 meters (82.45 feet) left of Station 5+700.004;

Thence South 73°57'46" East, a distance of 31.176 meters (102.29 feet) to a point, said point being 19.531 meters (64.08 feet) left of Station 5+730.673;

Thence South 70°16'42" East, a distance of 18.155 meters (59.57 feet) to a point, said point being 15.129 meters (49.64 feet) left of Station 5+748.286;

Thence South 84°18'40" East, a distance of 81.757 meters (268.24 feet) to a point, said point being 15.129 meters (49.64 feet) left of Station 5+830.000;

Thence South 73°56'05" East, a distance of 20.291 meters (66.57 feet) to a point, said point being 1.473 meters (37.64 feet) left of Station 5+850.000;

Thence South 05°41'20" West, a distance of 9.144 meters (30.00 feet) to the TRUE POINT OF BEGINNING.

Containing, in Parcel 12-24-200-006, 6,516.482 square meters (70,143 square feet)(1.610 acres) more or less, of which 3,885.465 square meters (41,823 square feet)(0.960 acres) in PRO, leaving a net take of 2,631.017 square meters (28,320 square feet)(0.650 acres); also containing in Parcel 12-23-100-012, 4,952.377 square meters (53,307 square feet)(1.224 acres) more or less, of which 2,143.637 square meters (23,074 square feet)(0.529 acres) in PRO, leaving a net take of 2,808.740 square meters (30,233 square feet)(0.694 acres), subject to legal highways and other easements of record. 0.124 Ac. of the 1.610 Ac. is Pt. of 12.566 Ac.

Conveyed to State of Ohio as parcel # ~~12-23-100-011~~, leaving 0.1242 Pg. 663 1.486 Ac. to be reduced from ~~12-24-200-006~~

CONFIRMED BY HOWARD HARDIN (ODOT)  
TO HOMER HENDRICKSON 8-16-2003

Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area.

SAVE AND EXCEPT THE FOLLOWING CONVEYED TO WARREN COUNTY  
PORT AUTHORITY IN O.R. VOL. \_\_\_\_\_, PAGE \_\_\_\_\_ *2017-030062*



CINCINNATI  
COLUMBUS  
DAYTON

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

**Legal Description**  
106.277 Acres

Situated in Sections 13 and 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 544.9 acre tract conveyed to Otterbein Home as recorded in D.B. 96 Pg. 372, and all of a 2 acre tract and part of an 82.24 acre tract conveyed to Otterbein Home as recorded in D.B. 417 Page 128, the boundary of which being more particularly described as follows:

Beginning at an set 5/8" iron pin in the west line of a tract of land being conveyed to Edwin J. and Hallie Wilson, Tr. in O.R. 5535 Pg. 395, said point being S85°08'32"E a distance of 1608.87 feet and N05°16'23"E a distance of 761.81 feet from a found stone at the southwest corner of said Section 13;

Thence along new division lines the following fifty nine (59) courses:

1. Along a curve to the right an arc distance of 172.64 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 08°03'01" and a chord bearing N87°30'20"W a distance of 172.50 feet;
2. N07°32'44"E, a distance of 66.50 feet to a set 5/8" iron pin;
3. N82°27'16"W, a distance of 44.00 feet to a set 5/8" iron pin;
4. S07°32'44"W, a distance of 66.50 feet to a set 5/8" iron pin;
5. Along a curve to the right an arc distance of 606.80 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 28°17'46" and a chord bearing N67°16'50"W a distance of 600.66 feet;
6. N37°53'37"E a distance of 52.50 feet to a set 5/8" iron pin;
7. N52°06'23"W, a distance of 44.00 feet to a set 5/8" iron pin;
8. S37°53'37"W a distance of 52.50 feet to a set 5/8" iron pin;
9. Along a curve to the right an arc distance of 586.22 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 27°20'11" and a chord bearing N37°24'44"W a distance of 580.68 feet;
10. Along a curve to the left an arc distance of 115.01 feet to a set 5/8" iron pin, said curve having a radius of 1247.83 feet, a delta of 05°16'50" and a chord bearing N26°23'04"W a distance of 114.96 feet;
11. Along a curve to the right an arc distance of 44.80 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 93°19'57" and a chord bearing N17°38'30"E a distance of 40.01 feet;



12. Along a curve to the right an arc distance of 168.26 feet to a set 5/8" iron pin, said curve having a radius of 729.47 feet, a delta of 13°12'57" and a chord bearing N70°54'57"E a distance of 167.88 feet;
13. Thence N12°28'35"W a distance of 50.00 feet to a set 5/8" iron pin;
14. Along a curve to the left an arc distance of 159.05 feet to a set 5/8" iron pin, said curve having a radius of 779.47 feet, a delta of 11°41'29" and a chord bearing S71°40'40"W a distance of 158.78 feet;
15. Along a curve to the right an arc distance of 49.54 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 103°12'43" and a chord bearing N62°33'43"W a distance of 43.11 feet;
16. Along a curve to the right an arc distance of 323.07 feet to a set 5/8" iron pin, said curve having a radius of 2165.12 feet, a delta of 8°32'58" and a chord bearing N06°40'52"W a distance of 322.77 feet;
17. Along a curve to the left an arc distance of 408.02 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 37°58'34" and a chord bearing N21°23'40"W a distance of 400.59 feet;
18. N47°34'09"E, a distance of 60.50 feet to a set 5/8" iron pin;
19. N42°25'51"W, a distance of 44.00 feet to a set 5/8" iron pin;
20. S47°34'09"W, a distance of 60.50 feet to a set 5/8" iron pin;
21. Along a curve to the left an arc distance of 60.38 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 05°37'12" and a chord bearing N47°17'20"W a distance of 60.36 feet;
22. Along a curve to the right an arc distance of 125.46 feet to a set 5/8" iron pin, said curve having a radius of 270.90 feet, a delta of 26°32'05" and a chord bearing N36°49'53"W a distance of 124.34 feet;
23. Along a curve to the left an arc distance of 293.70 feet to a set 5/8" iron pin, said curve having a radius of 397.00 feet, a delta of 42°23'13" and a chord bearing N44°45'27"W, a distance of 287.04 feet;
24. S24°02'57"W a distance of 44.00 feet to a set 5/8" iron pin;
25. Along a curve to the left an arc distance of 173.36 feet to a set 5/8" iron pin, said curve having a radius of 353.00 feet, a delta of 28°08'18" and a chord bearing N80°01'12"W a distance of 171.62 feet;
26. Along a curve to the right an arc distance of 457.19 feet to a set 5/8" iron pin, said curve having a radius of 1422.00 feet, a delta of 18°25'17" and a chord bearing N84°52'42"W a distance of 455.23 feet;
27. Along a curve to the left an arc distance of 498.69 feet to a set 5/8" iron pin, said curve having a radius of 2134.40 feet, a delta of 13°23'12" and a chord bearing N82°21'40"W a distance of 497.56 feet;
28. Along a curve to the left an arc distance of 90.95 feet to a set 5/8" iron pin, said curve having a radius of 138.00 feet, a delta of 37°45'43" and a chord bearing S72°03'53"W a distance of 89.31 feet;
29. S53°11'01"W a distance of 230.15 feet to a set 5/8" iron pin;



30. N36°48'59"W a distance of 34.00 feet to a set 5/8" iron pin;
31. Along a curve to the left an arc distance of 15.71 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°00'00" and a chord bearing N81°48'59"W a distance of 14.14 feet;
32. S53°11'01"W a distance of 14.51 feet to a set 5/8" iron pin;
33. Along a curve to the right an arc distance of 31.62 feet to a set 5/8" iron pin, said curve having a radius of 178.00 feet, a delta of 10°10'36" and a chord bearing S58°16'19"W a distance of 31.57 feet;
34. S63°21'37"W a distance of 173.79 feet to a set 5/8" iron pin;
35. Along a curve to the left an arc distance of 200.67 feet to a set 5/8" iron pin, said curve having a radius of 511.00 feet, a delta of 22°29'59" and a chord bearing S52°06'38"W a distance of 199.38 feet;
36. Along a curve to the right an arc distance of 153.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 18°01'03" and a chord bearing S49°52'10"W a distance of 153.14 feet;
37. N28°32'36"W a distance of 111.50 feet to a set 5/8" iron pin;
38. S61°27'24"W a distance of 44.00 feet to a set 5/8" iron pin;
39. S28°32'36"E a distance of 111.50 feet to a set 5/8" iron pin;
40. Along a curve to the right an arc distance of 36.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 04°18'31" and a chord bearing S66°11'22"W, a distance of 36.76 feet;
41. Along a curve to the left an arc distance of 499.52 feet to a set 5/8" iron pin, said curve having a radius 3125.00 feet, a delta of 09°09'30" and a chord bearing S63°45'53"W, a distance of 498.98 feet;
42. Along a curve to the right an arc distance of 88.04 feet to a set 5/8" iron pin, said curve having a radius of 300.00 feet, a delta of 16°48'52" and a chord bearing S67°35'34"W a distance of 87.73 feet;
43. S76°00'00"W, a distance of 20.15 feet to a set 5/8" iron pin;
44. Along a curve to the right an arc distance of 37.36 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 77°49'47" and a chord bearing N65°05'06"W, a distance of 34.55 feet;
45. N26°10'12"W a distance of 275.53 feet to a set 5/8" iron pin;
46. Along a curve to the left an arc distance of 195.65 feet to a set 5/8" iron pin, said curve having a radius of 525.00 feet, a delta of 21°21'07" and a chord bearing N36°50'46"W a distance of 194.52 feet;
47. S42°28'41"W a distance of 50.00 feet to a set 5/8" iron pin;
48. Along a curve to the right an arc distance of 177.01 feet to a set 5/8" iron pin, said curve having a radius of 475.00 feet, a delta of 21°21'07" and a chord bearing S36°50'46"E a distance of 175.99 feet;
49. S26°10'12"E a distance of 251.40 feet to a set 5/8" iron pin;



50. Along a curve to the right an arc distance of 46.68 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 97°15'31" and a chord bearing S22°27'33"W a distance of 41.27 feet;
51. Along a curve to the left an arc distance of 107.45 feet to a set 5/8" iron pin, said curve having a radius of 361.00 feet, a delta of 17°03'11" and a chord bearing S62°33'43"W a distance of 107.05 feet;
52. Along a curve to the left an arc distance of 359.35 feet to a set 5/8" iron pin, said curve having a radius of 509.73 feet, a delta of 40°23'33" and a chord bearing S33°50'22"W a distance of 351.96 feet;
53. Along a curve to the right an arc distance of 42.15 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 87°48'36" and a chord bearing S57°32'53"W a distance of 38.14 feet;
54. N78°32'49"W a distance of 60.73 feet to a set 5/8" iron pin;
55. Along a curve to the left an arc distance of 203.29 feet to a set 5/8" iron pin, said curve having a radius of 485.00 feet, a delta of 24°00'59" and a chord bearing S89°26'42"W a distance of 201.81 feet;
56. Along a curve to the right an arc distance of 419.36 feet to a set 5/8" iron pin, said curve having a radius of 255.22 feet, a delta of 94°08'40" and a chord bearing N55°29'28"W a distance of 373.75 feet;
57. Along a curve to the left an arc distance of 43.74 feet to a set 5/8" iron pin, said curve having a radius of 424.38 feet, a delta of 5°54'20" and a chord bearing N11°22'18"W a distance of 43.72 feet;
58. S75°40'32"W a distance of 50.00 feet to a set 5/8" iron pin;
59. Along a curve to the left an arc distance of 400.41 feet to a set 5/8" iron pin in the east right of way line of State Route 741, said curve having a radius of 375.00 feet, a delta of 61°10'41" and a chord bearing N44°54'49"W a distance of 381.66 feet;

Thence along said east right of way line the following ten (10) courses:

1. N10°06'55"E a distance of 22.97 feet to a set 5/8" iron pin;
2. N21°16'15"E a distance of 183.96 feet to a set 5/8" iron pin;
3. N30°11'38"E a distance of 185.27 feet to a set 5/8" iron pin;
4. N36°11'09"E a distance of 94.20 feet to a set 5/8" iron pin;
5. N54°14'55"E a distance of 183.13 feet to a set 5/8" iron pin;
6. N62°32'24"E a distance of 147.43 feet to a set 5/8" iron pin;
7. N59°21'57"E a distance of 199.77 feet to a set 5/8" iron pin;
8. N52°26'20"E a distance of 50.99 feet to a set 5/8" iron pin;
9. N63°33'53"E a distance of 100.23 feet to a set 5/8" iron pin;
10. N52°43'00"E a distance of 61.07 feet to a set 5/8" iron pin;

Thence N25°49'19"W a distance of 30.01 feet to a set mag nail in the centerline of State Route 741;



Thence along said centerline, N64°10'42"E a distance of 1185.43 feet a set mag nail at the northwest corner of a 1.54 acre (deed) tract of land conveyed to Trustees of Turtlecreek Township in D.B. 494 Pg. 947;

Thence along the west line of said 1.54 acre tract of land, S29°45'56"E, passing a 5/8" iron pin at 30.02, a total distance of 199.50 feet to a found 5/8" iron pin at a northwesterly corner of a 25.890 acre (deed) tract of land conveyed to Board of Turtlecreek Township Trustees in O.R. 1615 Pg. 43;

Thence along the lines of said 25.890 acre tract of land the following six (6) courses:

1. S39°35'35"E a distance of 813.63 feet to a found 5/8" iron pin;
2. S84°07'06"E a distance of 1376.59 feet to a found 5/8" iron pin;
3. N05°52'54"E a distance of 555.29 feet to a found 5/8" iron pin;
4. S84°07'06"E a distance of 280.44 feet to a found 5/8" iron pin;
5. N60°39'52"E a distance of 75.09 feet to a mag nail set in the centerline of Greentree Road;
6. Along said centerline, N29°20'13"W a distance of 100.00 feet to a mag nail set at the southwest corner of a 4.036 acre (deed) tract of land conveyed to Rick and Suzanne Beverley in O.R. 1209 Pg. 130;

Thence along the south line of said 4.036 acre tract of land, S85°07'28"E a distance of 142.52 feet to a set 5/8" iron pin in the west line of a 0.476 acre (deed) tract of land conveyed to Woodward Farms, LLC in O.R. 1755 Pg. 285;

Thence along said west line, S05°26'04"W a distance of 69.82 feet to a set 5/8" iron pin;

Thence continuing, S06°17'22"W a distance of 133.98 feet to a set mag nail in the aforesaid centerline of Greentree Road;

Thence along said centerline, the following five (5) courses:

1. S34°57'07"E a distance of 199.98 feet set mag nail;
2. S42°23'07"E a distance of 759.00 feet set mag nail;
3. S29°43'07"E a distance of 599.94 feet set mag nail;
4. S44°38'07"E a distance of 250.80 feet set mag nail;
5. S52°58'07"E a distance of 448.80 feet set mag nail;

Thence along the aforesaid west line of lands conveyed to Edwin J. and Hallie Wilson Tr., S05°16'23"W passing an iron pin set at 25.00' going a total distance of 814.01 feet to the Point of Beginning.



THE  
**KLEINGERS**  
GROUP



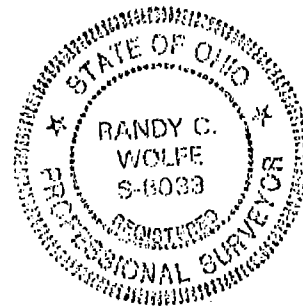
Containing 106.277 acres of which 64.531 acres out of Deed Book 96 Page 372 lies within Section 19, and all of a 2 acre tract and 39.746 acres out of Deed Book 417 Page 128 lies within Section 13.

Being subject to easements, restrictions and rights of way of record.

Bearings are based on Warren County Control Monument Numbers 159 and 160.

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_ of the Warren County Engineer's Record of Land Surveys.

Randy C Wolfe      577-17  
Randy C. Wolfe      Date  
Ohio Professional Surveyor No. 8033



08-19-400-006  
08-13-300-017  
12-18-100-001  
12-24-200-010  
12-24-200-011  
12-23-100-014



**DESCRIPTION NOT  
FOR TRANSFER**

Exhibit B

Multi-Purpose Fields Parcel





CINCINNATI  
COLUMBUS  
DAYTON

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

08-19-300-011



**Legal Description**  
106.277 Acres

Situated in Sections 13 and 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 544.9 acre tract conveyed to Otterbein Home as recorded in D.B. 96 Pg. 372, and all of a 2 acre tract and part of an 82.24 acre tract conveyed to Otterbein Home as recorded in D.B. 417 Page 128, the boundary of which being more particularly described as follows:

Beginning at an set 5/8" iron pin in the west line of a tract of land being conveyed to Edwin J. and Hallie Wilson, Tr. in O.R. 5535 Pg. 395, said point being S85°08'32"E a distance of 1608.87 feet and N05°16'23"E a distance of 761.81 feet from a found stone at the southwest corner of said Section 13;

Thence along new division lines the following fifty nine (59) courses:

1. Along a curve to the right an arc distance of 172.64 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 08°03'01" and a chord bearing N87°30'20"W a distance of 172.50 feet;
2. N07°32'44"E, a distance of 66.50 feet to a set 5/8" iron pin;
3. N82°27'16"W, a distance of 44.00 feet to a set 5/8" iron pin;
4. S07°32'44"W, a distance of 66.50 feet to a set 5/8" iron pin;
5. Along a curve to the right an arc distance of 606.80 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 28°17'46" and a chord bearing N67°16'50"W a distance of 600.66 feet;
6. N37°53'37"E a distance of 52.50 feet to a set 5/8" iron pin;
7. N52°06'23"W, a distance of 44.00 feet to a set 5/8" iron pin;
8. S37°53'37"W a distance of 52.50 feet to a set 5/8" iron pin;
9. Along a curve to the right an arc distance of 586.22 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 27°20'11" and a chord bearing N37°24'44"W a distance of 580.68 feet;
10. Along a curve to the left an arc distance of 115.01 feet to a set 5/8" iron pin, said curve having a radius of 1247.83 feet, a delta of 05°16'50" and a chord bearing N26°23'04"W a distance of 114.96 feet;
11. Along a curve to the right an arc distance of 44.80 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 93°19'57" and a chord bearing N17°38'30"E a distance of 40.01 feet;



12. Along a curve to the right an arc distance of 168.26 feet to a set 5/8" iron pin, said curve having a radius of 729.47 feet, a delta of 13°12'57" and a chord bearing N70°54'57"E a distance of 167.88 feet;
13. Thence N12°28'35"W a distance of 50.00 feet to a set 5/8" iron pin;
14. Along a curve to the left an arc distance of 159.05 feet to a set 5/8" iron pin, said curve having a radius of 779.47 feet, a delta of 11°41'29" and a chord bearing S71°40'40"W a distance of 158.78 feet;
15. Along a curve to the right an arc distance of 49.54 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 103°12'43" and a chord bearing N62°33'43"W a distance of 43.11 feet;
16. Along a curve to the right an arc distance of 323.07 feet to a set 5/8" iron pin, said curve having a radius of 2165.12 feet, a delta of 8°32'58" and a chord bearing N06°40'52"W a distance of 322.77 feet;
17. Along a curve to the left an arc distance of 408.02 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 37°58'34" and a chord bearing N21°23'40"W a distance of 400.59 feet;
18. N47°34'09"E, a distance of 60.50 feet to a set 5/8" iron pin;
19. N42°25'51"W, a distance of 44.00 feet to a set 5/8" iron pin;
20. S47°34'09"W, a distance of 60.50 feet to a set 5/8" iron pin;
21. Along a curve to the left an arc distance of 60.38 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 05°37'12" and a chord bearing N47°17'20"W a distance of 60.36 feet;
22. Along a curve to the right an arc distance of 125.46 feet to a set 5/8" iron pin, said curve having a radius of 270.90 feet, a delta of 26°32'05" and a chord bearing N36°49'53"W a distance of 124.34 feet;
23. Along a curve to the left an arc distance of 293.70 feet to a set 5/8" iron pin, said curve having a radius of 397.00 feet, a delta of 42°23'13" and a chord bearing N44°45'27"W, a distance of 287.04 feet;
24. S24°02'57"W a distance of 44.00 feet to a set 5/8" iron pin;
25. Along a curve to the left an arc distance of 173.36 feet to a set 5/8" iron pin, said curve having a radius of 353.00 feet, a delta of 28°08'18" and a chord bearing N80°01'12"W a distance of 171.62 feet;
26. Along a curve to the right an arc distance of 457.19 feet to a set 5/8" iron pin, said curve having a radius of 1422.00 feet, a delta of 18°25'17" and a chord bearing N84°52'42"W a distance of 455.23 feet;
27. Along a curve to the left an arc distance of 498.69 feet to a set 5/8" iron pin, said curve having a radius of 2134.40 feet, a delta of 13°23'12" and a chord bearing N82°21'40"W a distance of 497.56 feet;
28. Along a curve to the left an arc distance of 90.95 feet to a set 5/8" iron pin, said curve having a radius of 138.00 feet, a delta of 37°45'43" and a chord bearing S72°03'53"W a distance of 89.31 feet;
29. S53°11'01"W a distance of 230.15 feet to a set 5/8" iron pin;



30. N36°48'59"W a distance of 34.00 feet to a set 5/8" iron pin;
31. Along a curve to the left an arc distance of 15.71 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°00'00" and a chord bearing N81°48'59"W a distance of 14.14 feet;
32. S53°11'01"W a distance of 14.51 feet to a set 5/8" iron pin;
33. Along a curve to the right an arc distance of 31.62 feet to a set 5/8" iron pin, said curve having a radius of 178.00 feet, a delta of 10°10'36" and a chord bearing S58°16'19"W a distance of 31.57 feet;
34. S63°21'37"W a distance of 173.79 feet to a set 5/8" iron pin;
35. Along a curve to the left an arc distance of 200.67 feet to a set 5/8" iron pin, said curve having a radius of 511.00 feet, a delta of 22°29'59" and a chord bearing S52°06'38"W a distance of 199.38 feet;
36. Along a curve to the right an arc distance of 153.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 18°01'03" and a chord bearing S49°52'10"W a distance of 153.14 feet;
37. N28°32'36"W a distance of 111.50 feet to a set 5/8" iron pin;
38. S61°27'24"W a distance of 44.00 feet to a set 5/8" iron pin;
39. S28°32'36"E a distance of 111.50 feet to a set 5/8" iron pin;
40. Along a curve to the right an arc distance of 36.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 04°18'31" and a chord bearing S66°11'23"W, a distance of 36.76 feet;
41. Along a curve to the left an arc distance of 499.52 feet to a set 5/8" iron pin, said curve having a radius 3125.00 feet, a delta of 09°09'30" and a chord bearing S63°45'53"W, a distance of 498.98 feet;
42. Along a curve to the right an arc distance of 88.04 feet to a set 5/8" iron pin, said curve having a radius of 300.00 feet, a delta of 16°48'52" and a chord bearing S67°35'34"W a distance of 87.73 feet;
43. S76°00'00"W, a distance of 20.15 feet to a set 5/8" iron pin;
44. Along a curve to the right an arc distance of 37.36 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 77°49'47" and a chord bearing N65°05'06"W, a distance of 34.55 feet;
45. N26°10'12"W a distance of 275.53 feet to a set 5/8" iron pin;
46. Along a curve to the left an arc distance of 195.65 feet to a set 5/8" iron pin, said curve having a radius of 525.00 feet, a delta of 21°21'07" and a chord bearing N36°50'46"W a distance of 194.52 feet;
47. S42°28'41"W a distance of 50.00 feet to a set 5/8" iron pin;
48. Along a curve to the right an arc distance of 177.01 feet to a set 5/8" iron pin, said curve having a radius of 475.00 feet, a delta of 21°21'07" and a chord bearing S36°50'46"E a distance of 175.99 feet;
49. S26°10'12"E a distance of 251.40 feet to a set 5/8" iron pin;



50. Along a curve to the right an arc distance of 46.68 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 97°15'31" and a chord bearing S22°27'33"W a distance of 41.27 feet;
51. Along a curve to the left an arc distance of 107.45 feet to a set 5/8" iron pin, said curve having a radius of 361.00 feet, a delta of 17°03'11" and a chord bearing S62°33'43"W a distance of 107.05 feet;
52. Along a curve to the left an arc distance of 359.35 feet to a set 5/8" iron pin, said curve having a radius of 509.73 feet, a delta of 40°23'33" and a chord bearing S33°50'22"W a distance of 351.96 feet;
53. Along a curve to the right an arc distance of 42.15 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 87°48'36" and a chord bearing S57°32'53"W a distance of 38.14 feet;
54. N78°32'49"W a distance of 60.73 feet to a set 5/8" iron pin;
55. Along a curve to the left an arc distance of 203.29 feet to a set 5/8" iron pin, said curve having a radius of 485.00 feet, a delta of 24°00'59" and a chord bearing S89°26'42"W a distance of 201.81 feet;
56. Along a curve to the right an arc distance of 419.36 feet to a set 5/8" iron pin, said curve having a radius of 255.22 feet, a delta of 94°08'40" and a chord bearing N55°29'28"W a distance of 373.75 feet;
57. Along a curve to the left an arc distance of 43.74 feet to a set 5/8" iron pin, said curve having a radius of 424.38 feet, a delta of 5°54'20" and a chord bearing N11°22'18"W a distance of 43.72 feet;
58. S75°40'32"W a distance of 50.00 feet to a set 5/8" iron pin;
59. Along a curve to the left an arc distance of 400.41 feet to a set 5/8" iron pin in the east right of way line of State Route 741, said curve having a radius of 375.00 feet, a delta of 61°10'41" and a chord bearing N44°54'49"W a distance of 381.66 feet;

Thence along said east right of way line the following ten (10) courses:

1. N10°06'55"E a distance of 22.97 feet to a set 5/8" iron pin;
2. N21°16'15"E a distance of 183.96 feet to a set 5/8" iron pin;
3. N30°11'38"E a distance of 185.27 feet to a set 5/8" iron pin;
4. N36°11'09"E a distance of 94.20 feet to a set 5/8" iron pin;
5. N54°14'55"E a distance of 183.13 feet to a set 5/8" iron pin;
6. N62°32'24"E a distance of 147.43 feet to a set 5/8" iron pin;
7. N59°21'57"E a distance of 199.77 feet to a set 5/8" iron pin;
8. N52°26'20"E a distance of 50.99 feet to a set 5/8" iron pin;
9. N63°33'53"E a distance of 100.23 feet to a set 5/8" iron pin;
10. N52°43'00"E a distance of 61.07 feet to a set 5/8" iron pin;

Thence N25°49'19"W a distance of 30.01 feet to a set mag nail in the centerline of State Route 741;



Thence along said centerline, N64°10'42"E a distance of 1185.43 feet a set mag nail at the northwest corner of a 1.54 acre (deed) tract of land conveyed to Trustees of Turtlecreek Township in D.B. 494 Pg. 947;

Thence along the west line of said 1.54 acre tract of land, S29°45'56"E, passing a 5/8" Iron pin at 30.02, a total distance of 199.50 feet to a found 5/8" iron pin at a northwesterly corner of a 25.890 acre (deed) tract of land conveyed to Board of Turtlecreek Township Trustees in O.R. 1615 Pg. 43;

Thence along the lines of said 25.890 acre tract of land the following six (6) courses:

1. S39°35'35"E a distance of 613.63 feet to a found 5/8" Iron pin;
2. S84°07'06"E a distance of 1376.59 feet to a found 5/8" iron pin;
3. N05°52'54"E a distance of 555.29 feet to a found 5/8" Iron pin;
4. S84°07'06"E a distance of 280.44 feet to a found 5/8" Iron pin;
5. N60°39'52"E a distance of 75.09 feet to a mag nail set in the centerline of Greentree Road;
6. Along said centerline, N29°20'13"W a distance of 100.00 feet to a mag nail set at the southwest corner of a 4.036 acre (deed) tract of land conveyed to Rick and Suzanne Beverley in O.R. 1209 Pg. 130;

Thence along the south line of said 4.036 acre tract of land, S85°07'28"E a distance of 142.52 feet to a set 5/8" iron pin in the west line of a 0.476 acre (deed) tract of land conveyed to Woodward Farms, LLC in O.R. 1755 Pg. 285;

Thence along said west line, S05°26'04"W a distance of 69.82 feet to a set 5/8" iron pin;

Thence continuing, S06°17'22"W a distance of 133.98 feet to a set mag nail in the aforesaid centerline of Greentree Road;

Thence along said centerline, the following five (5) courses:

1. S34°57'07"E a distance of 199.98 feet set mag nail;
2. S42°23'07"E a distance of 759.00 feet set mag nail;
3. S29°43'07"E a distance of 599.94 feet set mag nail;
4. S44°38'07"E a distance of 250.80 feet set mag nail;
5. S52°58'07"E a distance of 448.80 feet set mag nail;

Thence along the aforesaid west line of lands conveyed to Edwin J. and Hallie Wilson Tr., S05°16'23"W passing an Iron pin set at 25.00' going a total distance of 814.01 feet to the Point of Beginning.

THE  
**KLEINGERS**  
GROUP

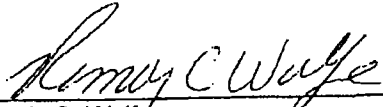


Containing 108.277 acres of which 64.531 acres out of Deed Book 96 Page 372 lies within Section 19, and all of a 2 acre tract and 39.746 acres out of Deed Book 417 Page 128 lies within Section 13.

Being subject to easements, restrictions and rights of way of record.

Bearings are based on Warren County Control Monument Numbers 159 and 160.

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is recorded in Volume 146 Page 27 of the Warren County Engineer's Record of Land Surveys.

  
\_\_\_\_\_  
Randy C. Wolfe                      5-7-17  
Ohio Professional Surveyor No. 8033                      Date

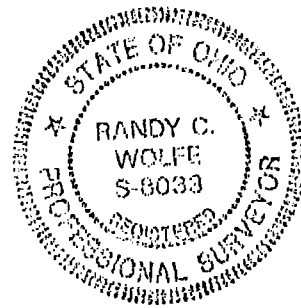


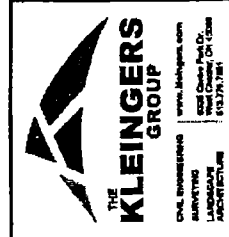


Exhibit C

Site Plan







REAL  
 PROJECT NO. 614-277-2000  
 DATE: 6/14/2011  
 SCALE:

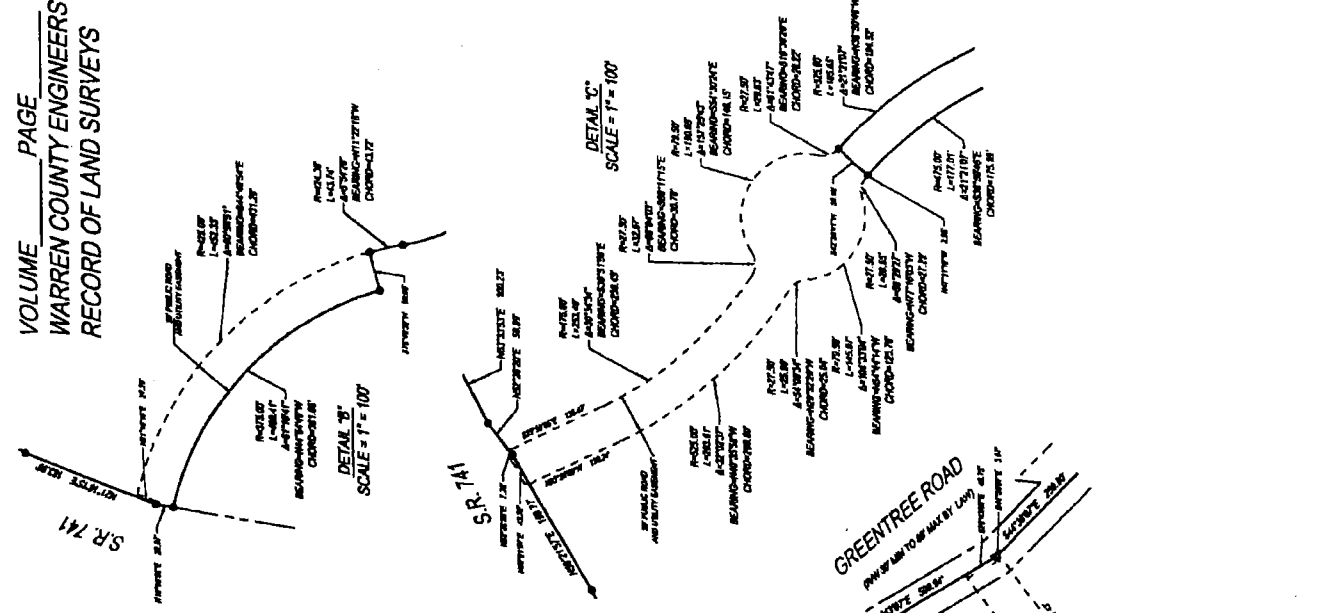
LOT SPLIT  
 106.277 ACRES  
 SEC. 13 & 14, TOWN 3, RANGE 4, S. 1. M.  
 TURTLECREEK TOWNSHIP  
 WARREN COUNTY, OHIO

PROJECT NO. 614-277-2000  
 DATE: 6/14/2011  
 SCALE:

SHEET NAME  
 WARREN COUNTY  
 SPORTS COMPLEX

SHEET NO.  
 2 OF 2

VOLUME PAGE  
 WARREN COUNTY ENGINEERS  
 RECORD OF LAND SURVEYS



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	DIRECTION	CHORD
C1	480.0	38.77	1°10'00"	WEST	38.78
C2	2160.0	68.82	1°00'00"	WEST	68.88
C3	2070.0	68.81	1°00'00"	WEST	68.73
C4	27.0	25.36	1°00'00"	WEST	24.88
C5	375.0	194.88	1°00'00"	WEST	194.82
C6	175.0	117.81	1°15'00"	WEST	117.89
C7	175.0	68.88	1°00'00"	WEST	68.77
C8	361.0	80.45	1°00'00"	WEST	80.28
C9	286.7	306.36	1°00'00"	WEST	306.30
C10	27.0	42.78	1°00'00"	WEST	42.74
C11	162.0	202.88	1°00'00"	WEST	202.81
C12	252.0	418.38	1°00'00"	WEST	418.29
C13	243.0	428.41	1°00'00"	WEST	428.31
C14	243.0	428.41	1°00'00"	WEST	428.31
C15	1028.0	172.84	1°00'00"	WEST	172.89

LINE TABLE

LINE	BEARING	DISTANCE
L1	S42°20'00"W	780.0
L2	S89°00'00"W	288.0
L3	S33°00'00"W	448.0
L4	N17°00'00"E	64.0

LINE TABLE

LINE	BEARING	DISTANCE
L5	S42°20'00"W	24.0
L6	N75°00'00"E	102.0
L7	N17°00'00"E	162.0
L8	N42°00'00"E	117.0
L9	N27°00'00"E	187.0
L10	N27°00'00"E	28.0
L11	N17°00'00"E	102.0
L12	N42°00'00"E	117.0
L13	N27°00'00"E	187.0
L14	N27°00'00"E	28.0
L15	N17°00'00"E	102.0
L16	N42°00'00"E	117.0
L17	N27°00'00"E	187.0
L18	N27°00'00"E	28.0
L19	N17°00'00"E	102.0
L20	N42°00'00"E	117.0
L21	N27°00'00"E	187.0
L22	N27°00'00"E	28.0
L23	N17°00'00"E	102.0
L24	N42°00'00"E	117.0
L25	N27°00'00"E	187.0
L26	N27°00'00"E	28.0
L27	N17°00'00"E	102.0
L28	N42°00'00"E	117.0
L29	N27°00'00"E	187.0
L30	N27°00'00"E	28.0
L31	N17°00'00"E	102.0
L32	N42°00'00"E	117.0
L33	N27°00'00"E	187.0
L34	N27°00'00"E	28.0
L35	N17°00'00"E	102.0
L36	N42°00'00"E	117.0
L37	N27°00'00"E	187.0
L38	N27°00'00"E	28.0
L39	N17°00'00"E	102.0
L40	N42°00'00"E	117.0
L41	N27°00'00"E	187.0
L42	N27°00'00"E	28.0
L43	N17°00'00"E	102.0
L44	N42°00'00"E	117.0
L45	N27°00'00"E	187.0
L46	N27°00'00"E	28.0
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L49	N27°00'00"E	187.0
L50	N27°00'00"E	28.0
L51	N17°00'00"E	102.0
L52	N42°00'00"E	117.0
L53	N27°00'00"E	187.0
L54	N27°00'00"E	28.0
L55	N17°00'00"E	102.0
L56	N42°00'00"E	117.0
L57	N27°00'00"E	187.0
L58	N27°00'00"E	28.0
L59	N17°00'00"E	102.0
L60	N42°00'00"E	117.0
L61	N27°00'00"E	187.0
L62	N27°00'00"E	28.0
L63	N17°00'00"E	102.0
L64	N42°00'00"E	117.0
L65	N27°00'00"E	187.0
L66	N27°00'00"E	28.0
L67	N17°00'00"E	102.0
L68	N42°00'00"E	117.0
L69	N27°00'00"E	187.0
L70	N27°00'00"E	28.0
L71	N17°00'00"E	102.0
L72	N42°00'00"E	117.0
L73	N27°00'00"E	187.0
L74	N27°00'00"E	28.0
L75	N17°00'00"E	102.0
L76	N42°00'00"E	117.0
L77	N27°00'00"E	187.0
L78	N27°00'00"E	28.0
L79	N17°00'00"E	102.0
L80	N42°00'00"E	117.0
L81	N27°00'00"E	187.0
L82	N27°00'00"E	28.0
L83	N17°00'00"E	102.0
L84	N42°00'00"E	117.0
L85	N27°00'00"E	187.0
L86	N27°00'00"E	28.0
L87	N17°00'00"E	102.0
L88	N42°00'00"E	117.0
L89	N27°00'00"E	187.0
L90	N27°00'00"E	28.0
L91	N17°00'00"E	102.0
L92	N42°00'00"E	117.0
L93	N27°00'00"E	187.0
L94	N27°00'00"E	28.0
L95	N17°00'00"E	102.0
L96	N42°00'00"E	117.0
L97	N27°00'00"E	187.0
L98	N27°00'00"E	28.0
L99	N17°00'00"E	102.0
L100	N42°00'00"E	117.0
L101	N27°00'00"E	187.0
L102	N27°00'00"E	28.0
L103	N17°00'00"E	102.0
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L109	N27°00'00"E	187.0
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L131	N17°00'00"E	102.0
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L133	N27°00'00"E	187.0
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L168	N42°00'00"E	117.0
L169	N27°00'00"E	187.0
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L195	N17°00'00"E	102.0
L196	N42°00'00"E	117.0
L197	N27°00'00"E	187.0
L198	N27°00'00"E	28.0
L199	N17°00'00"E	102.0
L200	N42°00'00"E	117.0

WARREN COUNTY 2017-03-0063

LINE TABLE

LINE	BEARING	DISTANCE
L1	N27°00'00"E	64.0
L2	S42°20'00"W	88.0
L3	N75°00'00"E	88.0
L4	N17°00'00"E	64.0
L5	N42°00'00"E	64.0
L6	N27°00'00"E	64.0
L7	N17°00'00"E	64.0
L8	N42°00'00"E	64.0
L9	S42°20'00"W	88.0
L10	S42°20'00"W	88.0
L11	S42°20'00"W	88.0
L12	S42°20'00"W	88.0
L13	S42°20'00"W	88.0
L14	S42°20'00"W	88.0
L15	S42°20'00"W	88.0
L16	S42°20'00"W	88.0
L17	S42°20'00"W	88.0
L18	S42°20'00"W	88.0
L19	S42°20'00"W	88.0
L20	S42°20'00"W	88.0
L21	S42°20'00"W	88.0
L22	S42°20'00"W	88.0
L23	S42°20'00"W	88.0
L24	S42°20'00"W	88.0
L25	S42°20'00"W	88.0
L26	S42°20'00"W	88.0
L27	S42°20'00"W	88.0
L28	S42°20'00"W	88.0
L29	S42°20'00"W	88.0
L30	S42°20'00"W	88.0
L31	S42°20'00"W	88.0
L32	S42°20'00"W	88.0
L33	S42°20'00"W	88.0
L34	S42°20'00"W	88.0
L35	S42°20'00"W	88.0
L36	S42°20'00"W	88.0
L37	S42°20'00"W	88.0
L38	S42°20'00"W	88.0
L39	S42°20'00"W	88.0
L40	S42°20'00"W	88.0
L41	S42°20'00"W	88.0
L42	S42°20'00"W	88.0
L43	S42°20'00"W	88.0
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L88	S42°20'00"W	88.0
L89	S42°20'00"W	8



Warren County Sports  
 1000 North Main Street  
 Warren, Ohio 44481  
 Phone: 330.263.4321  
 Fax: 330.263.4322  
 Email: info@warrencountysports.com  
 Website: www.warrencountysports.com

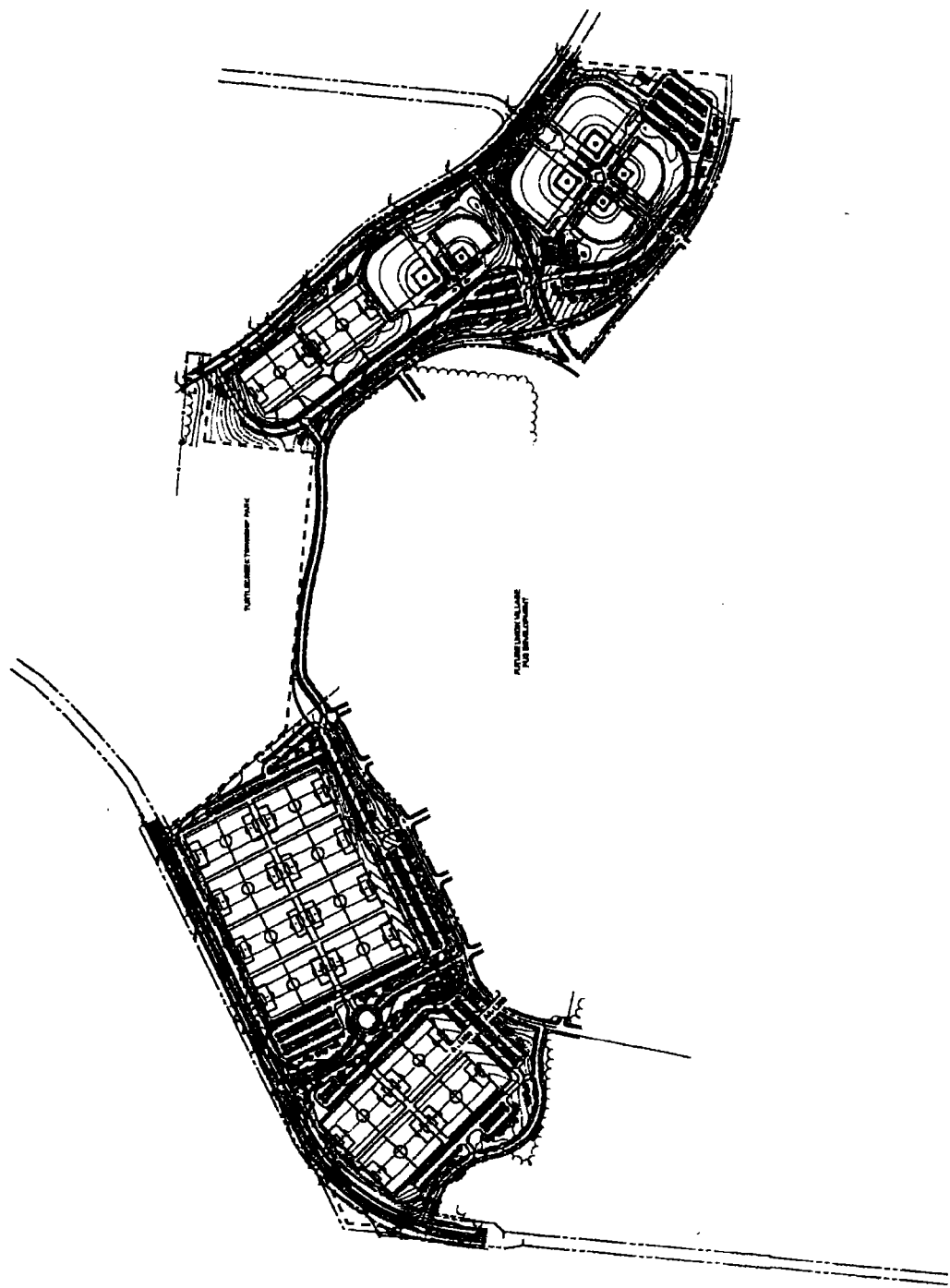
WARREN COUNTY SPORTS  
 PARK AT UNION VILLAGE  
 Warren, Ohio

WARREN COUNTY  
 1000 North Main Street  
 Warren, Ohio 44481  
 Phone: 330.263.4321  
 Fax: 330.263.4322  
 Email: info@warrencountyohio.com  
 Website: www.warrencountyohio.com

Date: 01/20/17  
 Prepared by: [Signature]  
 Checked by: [Signature]  
 Scale: 1" = 100'

Project No.: 2016-01  
 Drawing No.: L100

Overall  
 Landscape  
 Plan



1. [Symbol]	Proposed Plantings
2. [Symbol]	Existing Plantings
3. [Symbol]	Proposed Hardscape
4. [Symbol]	Existing Hardscape
5. [Symbol]	Proposed Water Features
6. [Symbol]	Existing Water Features
7. [Symbol]	Proposed Fencing
8. [Symbol]	Existing Fencing
9. [Symbol]	Proposed Site Elevation
10. [Symbol]	Existing Site Elevation
11. [Symbol]	Proposed Utility Lines
12. [Symbol]	Existing Utility Lines
13. [Symbol]	Proposed Stormwater Management
14. [Symbol]	Existing Stormwater Management
15. [Symbol]	Proposed Access Points
16. [Symbol]	Existing Access Points
17. [Symbol]	Proposed Parking
18. [Symbol]	Existing Parking
19. [Symbol]	Proposed Driveways
20. [Symbol]	Existing Driveways
21. [Symbol]	Proposed Walkways
22. [Symbol]	Existing Walkways
23. [Symbol]	Proposed Bicycle Paths
24. [Symbol]	Existing Bicycle Paths
25. [Symbol]	Proposed Rail
26. [Symbol]	Existing Rail
27. [Symbol]	Proposed Road
28. [Symbol]	Existing Road
29. [Symbol]	Proposed Utility Right-of-Way
30. [Symbol]	Existing Utility Right-of-Way
31. [Symbol]	Proposed Stormwater Right-of-Way
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33. [Symbol]	Proposed Access Right-of-Way
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L100



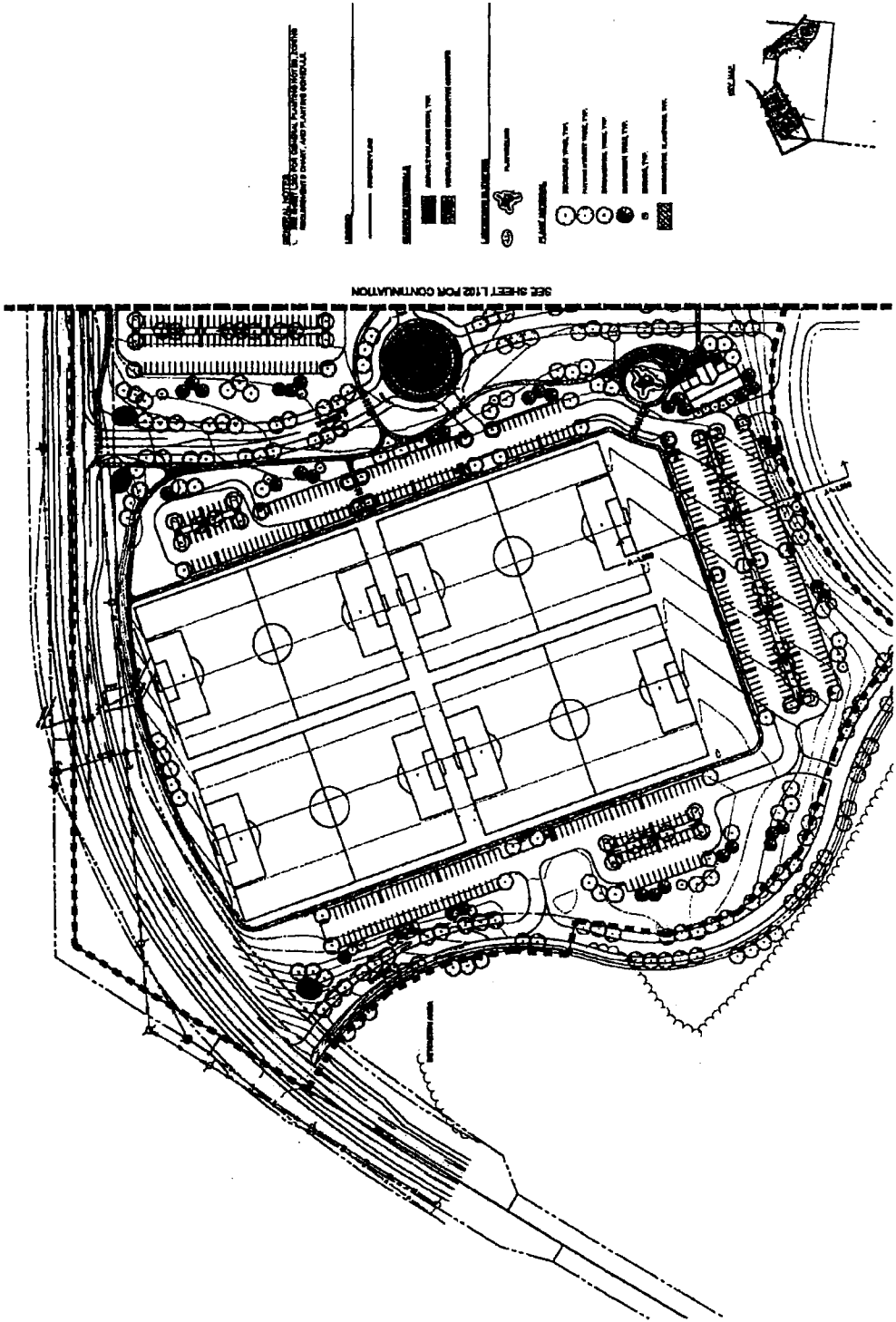
**SPORTS WORKS**  
 A Division of McLennan Engineers  
 1000 West 10th Street  
 Waco, Texas 76798  
 Phone: 767-877-1111  
 Fax: 767-877-1112  
 Website: www.sportsworks.com

**WARREN COUNTY SPORTS  
 PARK AT UNDER VILLAGE**  
 WARREN COUNTY  
 LAMAR, TEXAS

Sheet No. **L101**  
 Project No. 17-030063  
 Drawing No. 101  
 Date: 11/15/17  
 Prepared by: [Name]  
 Checked by: [Name]  
 Drawn by: [Name]

**LANDSCAPE ENLARGEMENT PLAN**

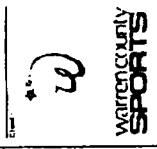
Sheet No. **L101**



WARREN COUNTY SPORTS PARK AT UNDER VILLAGE  
 LAMAR, TEXAS  
 LANDSCAPE ENLARGEMENT PLAN

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**SPORT WORKS**  
 Landscape Architecture  
 1000 North Main Street  
 Warren, Ohio 44481  
 Phone: (330) 339-1111  
 Fax: (330) 339-1112  
 Website: www.sportworks.com

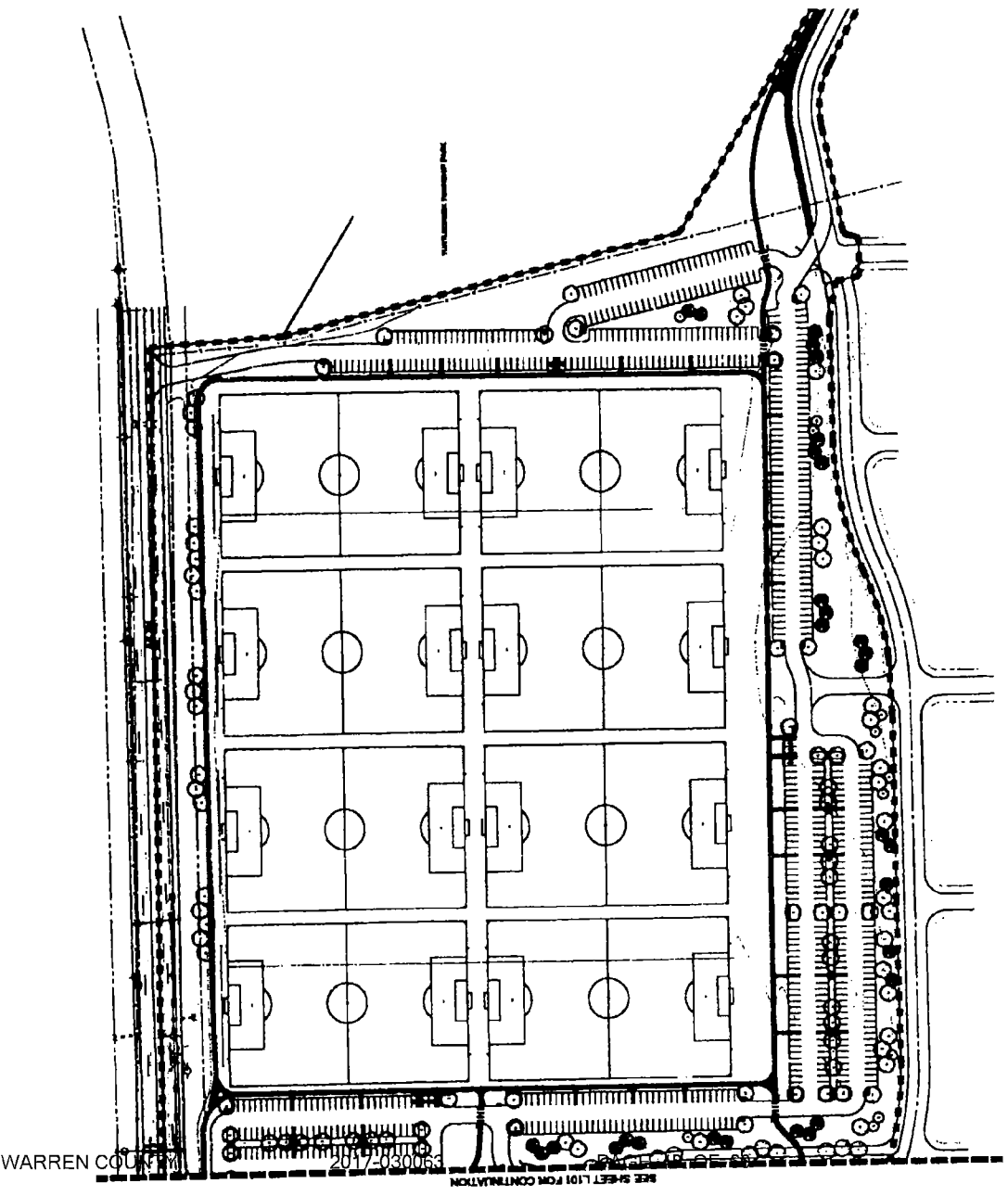
**WARREN COUNTY FORE  
 PARK AT LORAIN VILLAGE  
 WARREN COUNTY  
 Warren, Ohio**

**PROJECT NAME**  
 LANDSCAPE ENLARGEMENT PLAN

**DATE**  
 10/20/17

**SCALE**  
 1" = 20'

**PROJECT NO.**  
 L102



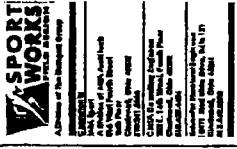
FOR THE USE OF THE WARREN COUNTY FORE PARK AT LORAIN VILLAGE  
 LANDSCAPE ENLARGEMENT PLAN

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WARREN COUNTY

SEE SHEET L101 FOR CONTINUATION

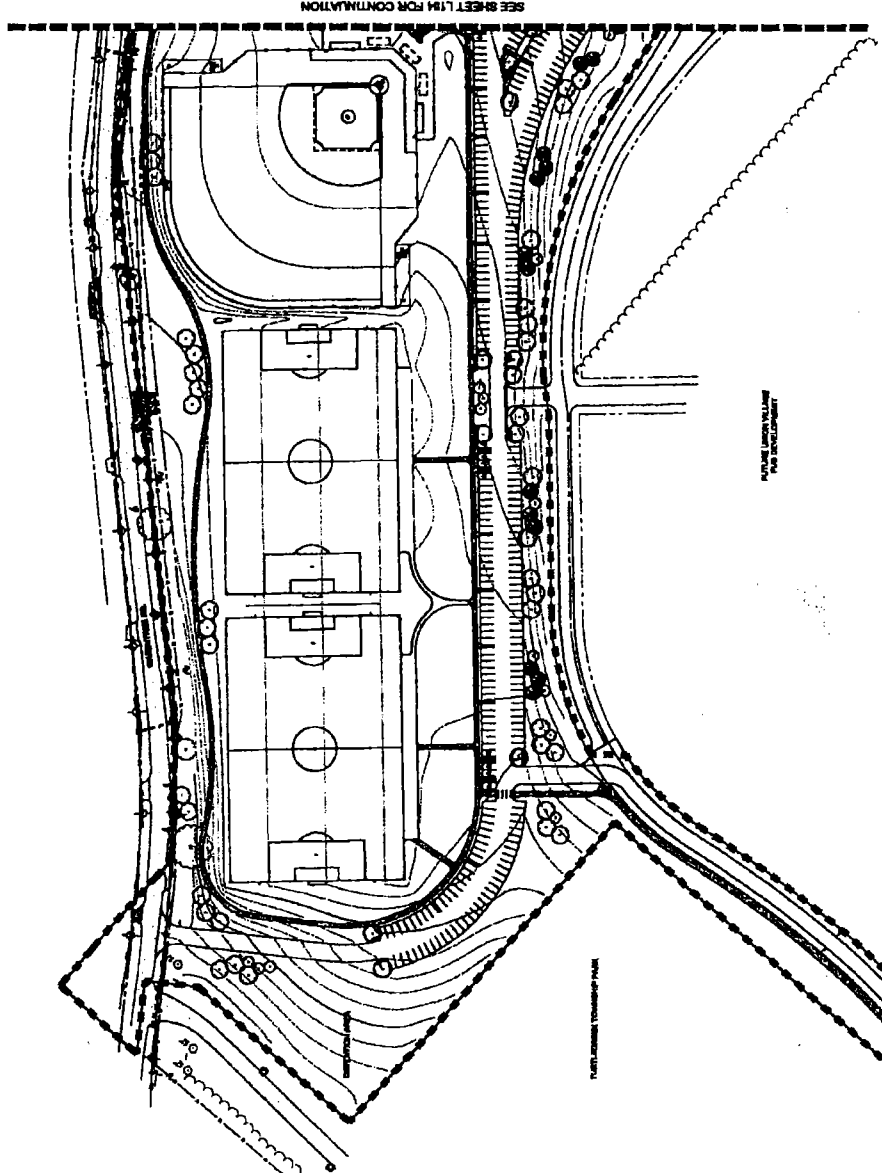


WARREN COUNTY SPORTS  
FAIR AT UNION VILLAGE I  
WARREN COUNTY  
Lafayette, Ohio

Date: 11.20.17  
Project No: 160420  
Client: CWR  
Drawn by: [unintelligible]  
Scale: 1" = 20'

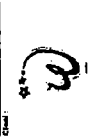
LANDSCAPE  
ENLARGEMENT  
PLAN

Sheet No. 1  
**L103**









WARREN COUNTY SPORTS



BLENDERS



SPORT WORKS

A Division of The Blenders Group  
 14000 W. 14th Street, Suite 100  
 Warren, Michigan 48090  
 Phone: (586) 251-1100  
 Fax: (586) 251-1101  
 Website: www.sportworks.com

WARREN COUNTY POETS  
 PALE AT UNION VILLAGE  
 WARREN COUNTY

PROJECT NAME: POETRY PLAN  
 PROJECT NO.: 10000000000000000000  
 DATE: 10/1/17

DATE: 10/1/17  
 PROJECT NO.: 10000000000000000000  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 IN CHARGE: [Name]

LANDSCAPE  
 DETAILS AND  
 NOTES

Sheet No. L200

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1" X 4" X 8" LUMBER	100	LF	1.50	150.00
2	2" X 4" X 8" LUMBER	100	LF	2.00	200.00
3	4" X 4" X 8" LUMBER	100	LF	3.00	300.00
4	6" X 6" X 8" LUMBER	100	LF	4.50	450.00
5	8" X 8" X 8" LUMBER	100	LF	6.00	600.00
6	10" X 10" X 8" LUMBER	100	LF	7.50	750.00
7	12" X 12" X 8" LUMBER	100	LF	9.00	900.00
8	14" X 14" X 8" LUMBER	100	LF	10.50	1050.00
9	16" X 16" X 8" LUMBER	100	LF	12.00	1200.00
10	18" X 18" X 8" LUMBER	100	LF	13.50	1350.00
11	20" X 20" X 8" LUMBER	100	LF	15.00	1500.00
12	24" X 24" X 8" LUMBER	100	LF	18.00	1800.00
13	30" X 30" X 8" LUMBER	100	LF	22.50	2250.00
14	36" X 36" X 8" LUMBER	100	LF	27.00	2700.00
15	42" X 42" X 8" LUMBER	100	LF	31.50	3150.00
16	48" X 48" X 8" LUMBER	100	LF	36.00	3600.00
17	54" X 54" X 8" LUMBER	100	LF	40.50	4050.00
18	60" X 60" X 8" LUMBER	100	LF	45.00	4500.00
19	66" X 66" X 8" LUMBER	100	LF	49.50	4950.00
20	72" X 72" X 8" LUMBER	100	LF	54.00	5400.00
21	78" X 78" X 8" LUMBER	100	LF	58.50	5850.00
22	84" X 84" X 8" LUMBER	100	LF	63.00	6300.00
23	90" X 90" X 8" LUMBER	100	LF	67.50	6750.00
24	96" X 96" X 8" LUMBER	100	LF	72.00	7200.00
25	102" X 102" X 8" LUMBER	100	LF	76.50	7650.00
26	108" X 108" X 8" LUMBER	100	LF	81.00	8100.00
27	114" X 114" X 8" LUMBER	100	LF	85.50	8550.00
28	120" X 120" X 8" LUMBER	100	LF	90.00	9000.00
29	126" X 126" X 8" LUMBER	100	LF	94.50	9450.00
30	132" X 132" X 8" LUMBER	100	LF	99.00	9900.00
31	138" X 138" X 8" LUMBER	100	LF	103.50	10350.00
32	144" X 144" X 8" LUMBER	100	LF	108.00	10800.00
33	150" X 150" X 8" LUMBER	100	LF	112.50	11250.00
34	156" X 156" X 8" LUMBER	100	LF	117.00	11700.00
35	162" X 162" X 8" LUMBER	100	LF	121.50	12150.00
36	168" X 168" X 8" LUMBER	100	LF	126.00	12600.00
37	174" X 174" X 8" LUMBER	100	LF	130.50	13050.00
38	180" X 180" X 8" LUMBER	100	LF	135.00	13500.00
39	186" X 186" X 8" LUMBER	100	LF	139.50	13950.00
40	192" X 192" X 8" LUMBER	100	LF	144.00	14400.00
41	198" X 198" X 8" LUMBER	100	LF	148.50	14850.00
42	204" X 204" X 8" LUMBER	100	LF	153.00	15300.00
43	210" X 210" X 8" LUMBER	100	LF	157.50	15750.00
44	216" X 216" X 8" LUMBER	100	LF	162.00	16200.00
45	222" X 222" X 8" LUMBER	100	LF	166.50	16650.00
46	228" X 228" X 8" LUMBER	100	LF	171.00	17100.00
47	234" X 234" X 8" LUMBER	100	LF	175.50	17550.00
48	240" X 240" X 8" LUMBER	100	LF	180.00	18000.00
49	246" X 246" X 8" LUMBER	100	LF	184.50	18450.00
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52	264" X 264" X 8" LUMBER	100	LF	198.00	19800.00
53	270" X 270" X 8" LUMBER	100	LF	202.50	20250.00
54	276" X 276" X 8" LUMBER	100	LF	207.00	20700.00
55	282" X 282" X 8" LUMBER	100	LF	211.50	21150.00
56	288" X 288" X 8" LUMBER	100	LF	216.00	21600.00
57	294" X 294" X 8" LUMBER	100	LF	220.50	22050.00
58	300" X 300" X 8" LUMBER	100	LF	225.00	22500.00
59	306" X 306" X 8" LUMBER	100	LF	229.50	22950.00
60	312" X 312" X 8" LUMBER	100	LF	234.00	23400.00
61	318" X 318" X 8" LUMBER	100	LF	238.50	23850.00
62	324" X 324" X 8" LUMBER	100	LF	243.00	24300.00
63	330" X 330" X 8" LUMBER	100	LF	247.50	24750.00
64	336" X 336" X 8" LUMBER	100	LF	252.00	25200.00
65	342" X 342" X 8" LUMBER	100	LF	256.50	25650.00
66	348" X 348" X 8" LUMBER	100	LF	261.00	26100.00
67	354" X 354" X 8" LUMBER	100	LF	265.50	26550.00
68	360" X 360" X 8" LUMBER	100	LF	270.00	27000.00
69	366" X 366" X 8" LUMBER	100	LF	274.50	27450.00
70	372" X 372" X 8" LUMBER	100	LF	279.00	27900.00
71	378" X 378" X 8" LUMBER	100	LF	283.50	28350.00
72	384" X 384" X 8" LUMBER	100	LF	288.00	28800.00
73	390" X 390" X 8" LUMBER	100	LF	292.50	29250.00
74	396" X 396" X 8" LUMBER	100	LF	297.00	29700.00
75	402" X 402" X 8" LUMBER	100	LF	301.50	30150.00
76	408" X 408" X 8" LUMBER	100	LF	306.00	30600.00
77	414" X 414" X 8" LUMBER	100	LF	310.50	31050.00
78	420" X 420" X 8" LUMBER	100	LF	315.00	31500.00
79	426" X 426" X 8" LUMBER	100	LF	319.50	31950.00
80	432" X 432" X 8" LUMBER	100	LF	324.00	32400.00
81	438" X 438" X 8" LUMBER	100	LF	328.50	32850.00
82	444" X 444" X 8" LUMBER	100	LF	333.00	33300.00
83	450" X 450" X 8" LUMBER	100	LF	337.50	33750.00
84	456" X 456" X 8" LUMBER	100	LF	342.00	34200.00
85	462" X 462" X 8" LUMBER	100	LF	346.50	34650.00
86	468" X 468" X 8" LUMBER	100	LF	351.00	35100.00
87	474" X 474" X 8" LUMBER	100	LF	355.50	35550.00
88	480" X 480" X 8" LUMBER	100	LF	360.00	36000.00
89	486" X 486" X 8" LUMBER	100	LF	364.50	36450.00
90	492" X 492" X 8" LUMBER	100	LF	369.00	36900.00
91	498" X 498" X 8" LUMBER	100	LF	373.50	37350.00
92	504" X 504" X 8" LUMBER	100	LF	378.00	37800.00
93	510" X 510" X 8" LUMBER	100	LF	382.50	38250.00
94	516" X 516" X 8" LUMBER	100	LF	387.00	38700.00
95	522" X 522" X 8" LUMBER	100	LF	391.50	39150.00
96	528" X 528" X 8" LUMBER	100	LF	396.00	39600.00
97	534" X 534" X 8" LUMBER	100	LF	400.50	40050.00
98	540" X 540" X 8" LUMBER	100	LF	405.00	40500.00
99	546" X 546" X 8" LUMBER	100	LF	409.50	40950.00
100	552" X 552" X 8" LUMBER	100	LF	414.00	41400.00

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	1" X 4" X 8" LUMBER	100	LF	1.50	150.00
2	2" X 4" X 8" LUMBER	100	LF	2.00	200.00
3	4" X 4" X 8" LUMBER	100	LF	3.00	300.00
4	6" X 6" X 8" LUMBER	100	LF	4.50	450.00
5	8" X 8" X 8" LUMBER	100	LF	6.00	600.00
6	10" X 10" X 8" LUMBER	100	LF	7.50	750.00
7	12" X 12" X 8" LUMBER	100	LF	9.00	900.00
8	14" X 14" X 8" LUMBER	100	LF	10.50	1050.00
9	16" X 16" X 8" LUMBER	100	LF	12.00	1200.00
10	18" X 18" X 8" LUMBER	100	LF	13.50	1350.00
11	20" X 20" X 8" LUMBER	100	LF	15.00	1500.00
12	24" X 24" X 8" LUMBER	100	LF	18.00	1800.00
13	30" X 30" X 8" LUMBER	100	LF	22.50	2250.00
14	36" X 36" X 8" LUMBER	100	LF	27.00	2700.00
15	42" X 42" X 8" LUMBER	100	LF	31.50	3150.00
16	48" X 48" X 8" LUMBER	100	LF	36.00	3600.00
17	54" X 54" X 8" LUMBER	100	LF	40.50	4050.00
18	60" X 60" X 8" LUMBER	100	LF	45.00	4500.00
19	66" X 66" X 8" LUMBER	100	LF	49.50	4950.00
20	72" X 72" X 8" LUMBER	100	LF	54.00	5400.00
21	78" X 78" X 8" LUMBER	100	LF	58.50	5850.00
22	84" X 84" X 8" LUMBER	100	LF	63.00	6300.00
23	90" X 90" X 8" LUMBER	100	LF	67.50	6750.00
24	96" X 96" X 8" LUMBER	100	LF	72.00	7200.00
25	102" X 102" X 8" LUMBER	100	LF	76.50	7650.00
26	108" X 108" X 8" LUMBER	100	LF	81.00	8100.00
27	114" X 114" X 8" LUMBER	100	LF	85.50	8550.00
28	120" X 120" X 8" LUMBER	100	LF	90.00	9000.00
29	126" X 126" X 8" LUMBER	100	LF	94.50	9450.00
30	132" X 132" X 8" LUMBER	100	LF	99.00	9900.00
31	138" X 138" X 8" LUMBER	100	LF	103.50	10350.00
32	144" X 144" X 8" LUMBER	100	LF	108.00	10800.00
33	150" X 150" X 8" LUMBER	100	LF	112.50	11250.00
34	156" X 156" X 8" LUMBER	100	LF	117.00	11700.00
35	162" X 162" X 8" LUMBER	100	LF	121.50	12150.00
36	168" X 168" X 8" LUMBER	100	LF	126.00	12600.00
37	174" X 174" X 8" LUMBER	100	LF	130.50	13050.00
38	180" X 180" X 8" LUMBER	100	LF	135.00	13500.00
39	186" X 186" X 8" LUMBER	100	LF	139.50	13950.00
40	192" X 192" X 8" LUMBER	100	LF	144.00	14400.00
41	198" X 198" X 8" LUMBER	100	LF	148.50	14850.00
42	204" X 204" X 8" LUMBER	100	LF	153.00	15300.00
43	210" X 210" X 8" LUMBER	100	LF	157.50	15750.00
44	216" X 216" X 8" LUMBER	100	LF	162.00	16200.00
45	222" X 222" X 8" LUMBER	100	LF	166.50	16650.00
46	228" X 228" X 8" LUMBER	100	LF	171.00	17100.00
47	234" X 234" X 8" LUMBER	100	LF	175.50	

Exhibit D

Legal Descriptions of the Public Roads





CINCINNATI  
COLUMBUS  
DAYTON

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

Legal Description

Pt. 08-19-300-011 E/O



Situated in 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an 544.90 acre tract conveyed to Otterbein Home as recorded in D.B. 96 Page 372, being a 50' Public Road and Utility Easement, the boundary of which being more particularly described as follows:

Commencing at a point in the centerline of State Route 741 and being the northwest corner of a 1.54 acres (deed) tract of land being conveyed to Trustees of Turtlecreek Township as recorded in D.B. 494 Pg. 947;

Thence along the centerline of State Route 741, S64°10'42"W a distance of 1185.43 feet to the northeast corner of a 3.557 acre (deed) tract of land conveyed to State of Ohio in O.R. 3649 Pg. 119;

Thence along the southerly lines of said 3.557 acre tract of land the following ten (10) courses:

1. S25°49'19"E a distance of 30.01 feet;
2. S52°43'00"W a distance of 61.07 feet;
3. S63°33'53"W a distance of 100.23 feet;
4. S52°26'20"W a distance of 50.99 feet;
5. S59°21'57"W a distance of 199.77 feet;
6. S62°32'24"W a distance of 147.43 feet;
7. S54°14'55"W a distance of 183.13 feet;
8. S36°11'09"W a distance of 94.20 feet;
9. S30°11'38"W a distance of 185.27 feet;
10. S21°16'15"W a distance of 156.67 feet to the true point of beginning;

Thence though said 544.90 acre tract of land the following three (3) courses:

1. Along a curve to the right an arc distance of 452.33 feet, said curve having a radius of 425.00 feet, a delta of 60°58'51" and a chord bearing S44°48'54"E distance of 431.28 feet to a set 5/8" Iron pin;
2. S75°40'32"W a distance of 50.00 feet to a set 5/8" Iron pin;
3. Along a curve to the left an arc distance of 400.41 feet, said curve having a radius of 375.00 feet, a delta of 61°10'41" and a chord bearing N44°54'49"W distance of 381.66 feet to a set 5/8" Iron pin in the southerly line of the aforesaid 3.557 acre tract of land;

THE  
**KLEINGERS**  
GROUP



Thence along said southerly line, N10°06'55"E a distance of 22.97 feet to a set 5/8" iron pin;

Thence continuing, N21°16'15"E a distance of 27.29 feet to the point of beginning.

All as shown on Detail "B" and as recorded in Survey Volume 146 Page 27 of the Warren County Engineer's Record of Land Surveys.



CINCINNATI  
COLUMBUS  
DAYTON

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

Pt. 08-19-300-011 E/O



### Legal Description

Situated in 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of a 544.90 acre tract conveyed to Otterbein Home as recorded in D.B. 96 Page 372, being a 50' Public Road and Utility Easement, the boundary of which being more particularly described as follows:

Commencing at a point in the centerline of State Route 741 and being the northwest corner of a 1.54 acre (deed) tract of land being conveyed to Trustees of Turtlecreek Township as recorded in D.B. 494 Pg. 947;

Thence along the centerline of State Route 741, S64°10'42"W a distance of 1185.43 feet to the northeast corner of a 3.557 acre (deed) tract of land conveyed to State of Ohio in O.R. 3649 Pg. 119;

Thence along the southerly lines of said 3.557 acre tract of land the following four (4) courses:

1. S25°49'19"E a distance of 30.01 feet;
2. S52°43'00"W a distance of 61.07 feet;
3. S63°33'53"W a distance of 100.23 feet;
4. S52°26'20"W a distance of 43.71 feet to the true point of beginning;

Thence though said 544.90 acre tract of land the following twelve (12) courses:

1. S23°58'05"E a distance of 136.43 feet;
2. Along a curve to the left an arc distance of 253.49 feet, said curve having a radius of 475.00 feet, a delta of 30°34'34" and a chord bearing S39°51'56"E distance of 250.49 feet;
3. Along a curve to the left an arc distance of 32.67 feet, said curve having a radius of 27.50 feet, a delta of 68°04'03" and a chord bearing S89°11'15"E distance of 30.78 feet;
4. Along a curve to the right an arc distance of 190.69 feet, said curve having a radius of 79.50 feet, a delta of 137°25'43" and a chord bearing S54°30'24"E distance of 148.15 feet;
5. Along a curve to the left an arc distance of 29.63 feet, said curve having a radius of 27.50 feet, a delta of 61°43'47" and a chord bearing S16°39'26"E distance of 28.22 feet to a set 5/8" iron pin;
6. S42°28'41"W a distance of 50.00 feet to a set 5/8" iron pin;
7. N47°31'19"W a distance of 2.05 feet;



8. Along a curve to the left an arc distance of 28.55 feet, said curve having a radius of 27.50 feet, a delta of  $59^{\circ}29'27''$  and a chord bearing  $N77^{\circ}16'03''W$  distance of 27.29 feet;
9. Along a curve to the right an arc distance of 145.07 feet, said curve having a radius of 79.50 feet, a delta of  $104^{\circ}33'04''$  and a chord bearing  $N54^{\circ}44'14''W$  distance of 125.76 feet;
10. Along a curve to the left an arc distance of 25.99 feet, said curve having a radius of 27.50 feet, a delta of  $54^{\circ}09'34''$  and a chord bearing  $N29^{\circ}32'29''W$  distance of 25.04 feet;
11. Along a curve to the right an arc distance of 293.61 feet, said curve having a radius of 525.00 feet, a delta of  $32^{\circ}02'37''$  and a chord bearing  $N40^{\circ}35'58''W$  distance of 289.80 feet;
12.  $N23^{\circ}58'09''W$  a distance of 130.24 feet to southerly line of the aforesaid 3.557 acres tract of land;

Thence along said southerly line,  $N59^{\circ}21'57''E$  a distance of 43.22 feet;

Thence continuing,  $N52^{\circ}26'20''E$  a distance of 7.28 feet to the point of beginning.

All as shown on Detail "C" and as recorded in Survey Volume 146 Page 27 of the Warren County Engineer's Record of Land Surveys.



CINCINNATI  
COLUMBUS  
DAYTON

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

Legal Description

Pt. 08-19-300-011 E/O



Situated in Sections 13, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an 82.24 acre tract conveyed to Otterbein Home as recorded in D.B. 417 Page 128, being a 50' Public Road and Utility Easement, the boundary of which being more particularly described as follows:

Beginning at a point in the centerline of Greentree Road, being N52°58'07"W a distance of 448.80 feet and N44°38'07"W a distance of 247.13 feet from the northwest corner of a 45.36 acre (deed) tract of land being conveyed to Edwin J. and Halle Wilson Trustee as recorded in O.R. 5535 Pg. 395;

Thence though said 82.24 acre tract of land the following five (5) courses:

1. S53°10'15"W a distance of 261.43 feet;
2. Along a curve to the right an arc distance of 411.80 feet to a set 5/8" iron pin, said curve having a radius of 968.86 feet, a delta of 24°21'10" and a chord bearing S65°20'50"W distance of 408.71 feet;
3. N12°28'35"W a distance of 50.00 feet to a set 5/8" iron pin;
4. Along a curve to the left an arc distance of 390.55 feet, said curve having a radius of 918.86 feet, a delta of 24°21'10" and a chord bearing N65°20'50"E distance of 387.62 feet;
5. N53°10'15"E a distance of 266.72 feet to the centerline of Greentree Road;

Thence along said centerline, S29°43'07"E a distance of 46.73 feet;

Thence continuing, S44°38'07"E a distance of 3.67 feet to the point of beginning;

All as shown on Detail "D" and as recorded in Survey Volume 146 Page 27 of the Warren County Engineer's Record of Land Surveys.

**Exhibit E**

**Itemized List of the Final Plans and Specs**

The Final Plans and Specs were prepared by The Kleingers Group as Job No. 140534.000 captioned "Warren County Sports Park at Union Village" and "100% Plans – Revised September 14, 2017," and include each of the following:

- G001 COVER SHEET
- C100 OVERALL SURVEY BASEMAP
- C101 SURVEY BASEMAP
- C102 SURVEY BASEMAP
- C103 SURVEY BASEMAP
- C104 SURVEY BASEMAP
- C105 PROPERTY SPLIT PLAT
- C106 PROPERTY SPLIT PLAT
- C200 GENERAL NOTES & DETAILS
- C201 GENERAL NOTES & DETAILS
- C202 GENERAL NOTES & DETAILS
- C300 OVERALL DEMOLITION PLAN
- C301 DEMOLITION PLAN
- C302 DEMOLITION PLAN
- C303 DEMOLITION PLAN
- C304 DEMOLITION PLAN
- C400 OVERALL SITE PLAN
- C401 LOCATION PLAN
- C402 LOCATION PLAN
- C403 LOCATION PLAN
- C404 LOCATION PLAN
- C410 ZONING PLAN MAP
- C411 OVERALL WALKWAY PLAN
- C412 SITE SIGNAGE PLAN
- C501 UTILITY PLAN
- C502 UTILITY PLAN
- C503 UTILITY PLAN
- C504 UTILITY PLAN
- C600 SANITARY SEWER PROFILES
- C601 SANITARY SEWER PROFILES
- C602 SANITARY SEWER PROFILES
- C603 SANITARY SEWER PROFILES
- C604 SANITARY SEWER PROFILES
- C605 SANITARY SEWER PROFILES
- C606 SANITARY SEWER PROFILES
- C607 SANITARY SEWER PROFILES
- C610 GENERAL PUMP STATION DETAILS
- C611 PUMP STATION DETAILS
- C612 PUMP CURVES
- C613 PUMP CURVES CONT.
- C614 PUMP CONTROL SCHEMATIC
- C620 PRE-AERATION TANK GENERAL DETAILS
- C621 PRE-AERATION TANK DETAILS
- C622 BLOWER DETAIL, FOUNDATION PAD



C623 PRE-AERATION CONTROL  
 C701 GRADING PLAN  
 C702 GRADING PLAN  
 C703 GRADING PLAN  
 C704 GRADING PLAN  
  
 L100 OVERALL LANDSCAPE PLAN  
 L101 LANDSCAPE ENLARGEMENT PLAN  
 L102 LANDSCAPE ENLARGEMENT PLAN  
 L103 LANDSCAPE ENLARGEMENT PLAN  
 L104 LANDSCAPE ENLARGEMENT PLAN  
 L105 LANDSCAPE DETAIL PLANS  
 L200 LANDSCAPE NOTES  
 L201 LANDSCAPE DETAILS  
 L202 LANDSCAPE DETAILS  
 L203 LANDSCAPE DETAILS  
 L204 LANDSCAPE DETAILS  
 L300 SITE SEEDING PLAN  
 L301 SITE SEEDING PLAN  
 L302 SITE SEEDING PLAN  
 L303 SITE SEEDING PLAN  
  
 I100 OVERALL IRRIGATION PLAN  
 I101 IRRIGATION PLAN  
 I102 IRRIGATION PLAN  
 I103 IRRIGATION PLAN  
 I104 IRRIGATION PLAN  
 I105 IRRIGATION PLAN  
 I106 IRRIGATION NOTES & DETAILS  
 I107 IRRIGATION DETAILS  
  
 G0.1-A CODE & ZONING INFORMATION - EAST SUPPORT BUILDING  
 G0.1-B CODE & ZONING INFORMATION - WEST SUPPORT BUILDING  
 G0.2 ARCHITECTURAL STANDARDS  
 A2.0-A CONSTRUCTION, RCP, & ROOF PLAN - EAST SUPPORT BUILDING  
 A2.0-B CONSTRUCTION, RCP, & ROOF PLAN - WEST SUPPORT BUILDING  
 A2.1 ENLARGED PLANS AND ELEVATIONS  
 A2.2 DUGOUT PLANS, ELEVATIONS, AND DETAILS  
 A3.0 EXTERIOR ELEVATIONS  
 A3.1 BUILDING SECTIONS  
 A4.0 WALL SECTIONS AND DETAILS  
 A5.0 BUILDING DETAILS  
 A6.0 DOOR & OPENING SCHEDULE AND DETAILS  
  
 S0.1 GENERAL NOTES  
 S0.2 GENERAL NOTES  
 S1.1A EAST SHELTER BUILDING FOUNDATION PLAN  
 S1.1B WEST SHELTER BUILDING FOUNDATION PLAN  
 S1.2A EAST SHELTER BUILDING ROOF FRAMING PLAN  
 S1.2B WEST SHELTER BUILDING ROOF FRAMING PLAN  
 S1.3 DUGOUT PLANS AND DETAILS  
 S2.1 FOUNDATION SECTIONS & DETAILS  
 S3.1 FRAMING SECTIONS & DETAILS

- S4.1 SCHEDULES & TYPICAL DETAILS
  
- M1.0 MECHANICAL LEGEND - EAST SUPPORT BUILDING
- M1.1 MECHANICAL LEGEND - WEST SUPPORT BUILDING
- M2.0 MECHANICAL PLAN - EAST SUPPORT BUILDING
- M2.1 MECHANICAL PLAN - WEST SUPPORT BUILDING
  
- P1.0 LEGEND AND SCHEDULES - EAST SUPPORT BUILDING
- P1.1 LEGEND AND SCHEDULES - WEST SUPPORT BUILDING
- P2.0 UNDERGROUND SANITARY PLAN/ISOMETRICS - EAST SUPPORT BUILDING
- P2.1 UNDERGROUND SANITARY PLAN/ISOMETRICS - WEST SUPPORT BUILDING
- P3.0 FIRST FLOOR SANITARY PLAN - EAST SUPPORT BUILDING
- P3.1 FIRST FLOOR SANITARY PLAN - WEST SUPPORT BUILDING
- P4.0 PLUMBING PLAN/DETAILS - EAST SUPPORT BUILDING
- P4.1 PLUMBING PLAN/DETAILS - WEST SUPPORT BUILDING
  
- E0.0 ELECTRICAL LEGEND
- E1.1 OVERALL ELECTRICAL SITE PLAN
- E1.2 PARTIAL ELECTRICAL SITE PLAN
- E1.3 PARTIAL ELECTRICAL SITE PLAN
- E1.4 PARTIAL ELECTRICAL SITE PLAN
- E1.5 PARTIAL ELECTRICAL SITE PLAN
- E1.6 OVERALL PHOTOMETRIC SITE PLAN
- E1.7 PARTIAL PHOTOMETRIC SITE PLAN
- E1.8 PARTIAL PHOTOMETRIC SITE PLAN
- E2.0 ELECTRICAL LIGHTING PLAN EAST
- E2.1 ELECTRICAL LIGHTING PLAN WEST
- E3.0 ELECTRICAL POWER AND SYSTEMS PLAN EAST
- E3.1 ELECTRICAL POWER AND SYSTEMS PLAN WEST
- E6.0 ELECTRICAL DETAILS
- E6.1 ELECTRICAL DETAILS
- E6.2 ELECTRICAL SINGLE LINE DIAGRAM
- E7.0 ELECTRICAL SCHEDULES



8 4 0 5 7 1 7

Tx: 4284468

LINDA ODA

WARREN COUNTY RECORDER

2017-030062

DEED

10/02/2017 12:53:45 PM

REC FEE: 76.00 PGS: 8

PIN:

TRANSFERRED

OCT 02 2017

SEC.319.902 COMPLIED WITH  
MATT NOLAN, Auditor  
WARREN COUNTY, OHIO

508  
at  
B

DEED ①

8/nk

Otterbein Homes, an Ohio non-profit corporation ("Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to the Warren County Port Authority ("Grantee"), whose tax mailing address is 406 Justice Drive, Lebanon, Ohio 45036, the real estate more particularly described on the attached Exhibit A (the "Property"), which grant is subject to a certain condition subsequent as detailed in Section 2.6 of the Declaration, as defined below, which is hereby incorporated by reference. In the event of a violation of the condition subsequent that triggers a right of re-entry or reverter as provided in Section 2.6 of the Declaration, the Grantee and its successors and assigns will forfeit all rights, title and interest therein and title to the Property will revert back to Grantor or its successors and assigns upon the recording of an Affidavit on facts relating to title in accordance with section 5301.252 (B)(3) of the Ohio Revised Code.

The Property is conveyed subject to, (i) easements and restrictions of record, (ii) non-delinquent real estate taxes and assessments, and (iii) that certain "Declaration of Covenants and Restrictions" between Grantor and Grantee (the "Declaration").

Prior Instrument Reference: Being the real estate conveyed to Grantor recorded as Instrument 2017-022204 in the Office of the Recorder of Warren County, Ohio.

Parcel ID No.: Being all of ~~parts of~~ Sidwell Numbers ~~0189400005 and 0183300003~~  
0819300011

IN EXECUTION WHEREOF, Otterbein Homes, an Ohio non-profit corporation, has caused its name to be affixed hereto on the date stated below, by Jill C. Wilson, its President/CEO, in accordance with a corporate resolution authorizing such act.

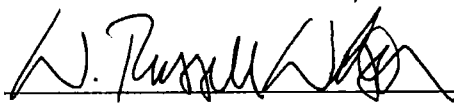
Otterbein Homes

By: Jill C. Wilson  
Jill C. Wilson,  
President/CEO

Date: September 29, 2017

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF WARREN     )

The foregoing instrument was acknowledged before me, a notary public, this 29<sup>th</sup> day of September, 2017, by Jill C. Wilson, the President/CEO of Otterbein Homes, an Ohio non-profit corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

This instrument was prepared by:

W. Russell Wilson  
Frost Brown Todd LLC  
3300 Great American Tower  
301 East Fourth Street  
Cincinnati, Ohio 45202-4182



W. RUSSELL WILSON, Attorney at Law  
Notary Public • State of Ohio  
My Commission Has No Expiration  
Date: Section 147.03 O. R. C.



CINCINNATI  
COLUMBUS  
DAYTON

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

08-19-300-011



**Legal Description**  
106.277 Acres

Situated in Sections 13 and 19, Town 3, Range 4, B.T.M., Turtlecreek Township, Warren County, Ohio, being part of an original 544.9 acre tract conveyed to Otterbein Home as recorded in D.B. 98 Pg. 372, and all of a 2 acre tract and part of an 82.24 acre tract conveyed to Otterbein Home as recorded in D.B. 417 Page 128, the boundary of which being more particularly described as follows:

Beginning at an set 5/8" iron pin in the west line of a tract of land being conveyed to Edwin J. and Hallie Wilson, Tr. in O.R. 5535 Pg. 395, said point being S85°08'32"E a distance of 1608.87 feet and N05°16'23"E a distance of 761.81 feet from a found stone at the southwest corner of said Section 13;

Thence along new division lines the following fifty nine (59) courses:

1. Along a curve to the right an arc distance of 172.64 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 08°03'01" and a chord bearing N87°30'20"W a distance of 172.50 feet;
2. N07°32'44"E, a distance of 66.50 feet to a set 5/8" iron pin;
3. N82°27'16"W, a distance of 44.00 feet to a set 5/8" iron pin;
4. S07°32'44"W, a distance of 66.50 feet to a set 5/8" iron pin;
5. Along a curve to the right an arc distance of 806.80 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 28°17'46" and a chord bearing N67°16'50"W a distance of 600.68 feet;
6. N37°53'37"E a distance of 52.50 feet to a set 5/8" iron pin;
7. N52°06'23"W, a distance of 44.00 feet to a set 5/8" iron pin;
8. S37°53'37"W a distance of 52.50 feet to a set 5/8" iron pin;
9. Along a curve to the right an arc distance of 586.22 feet to a set 5/8" iron pin, said curve having a radius of 1228.69 feet, a delta of 27°20'11" and a chord bearing N37°24'44"W a distance of 580.68 feet;
10. Along a curve to the left an arc distance of 115.01 feet to a set 5/8" iron pin, said curve having a radius of 1247.83 feet, a delta of 05°16'50" and a chord bearing N26°23'04"W a distance of 114.96 feet;
11. Along a curve to the right an arc distance of 44.80 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 93°18'57" and a chord bearing N17°38'30"E a distance of 40.01 feet;

Exhibit A  
Page one of six pages



12. Along a curve to the right an arc distance of 168.26 feet to a set 5/8" Iron pin, said curve having a radius of 729.47 feet, a delta of 13°12'57" and a chord bearing N70°54'57"E a distance of 167.88 feet;
13. Thence N12°28'35"W a distance of 50.00 feet to a set 5/8" iron pin;
14. Along a curve to the left an arc distance of 159.05 feet to a set 5/8" Iron pin, said curve having a radius of 779.47 feet, a delta of 11°41'29" and a chord bearing S71°40'40"W a distance of 158.78 feet;
15. Along a curve to the right an arc distance of 49.54 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 103°12'43" and a chord bearing N62°33'43"W a distance of 43.11 feet;
16. Along a curve to the right an arc distance of 323.07 feet to a set 5/8" Iron pin, said curve having a radius of 2165.12 feet, a delta of 8°32'58" and a chord bearing N06°40'52"W a distance of 322.77 feet;
17. Along a curve to the left an arc distance of 408.02 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 37°58'34" and a chord bearing N21°23'40"W a distance of 400.59 feet;
18. N47°34'09"E, a distance of 60.50 feet to a set 5/8" iron pin;
19. N42°25'51"W, a distance of 44.00 feet to a set 5/8" iron pin;
20. S47°34'09"W, a distance of 60.50 feet to a set 5/8" iron pin;
21. Along a curve to the left an arc distance of 60.38 feet to a set 5/8" iron pin, said curve having a radius of 615.59 feet, a delta of 05°37'12" and a chord bearing N47°17'20"W a distance of 60.36 feet;
22. Along a curve to the right an arc distance of 125.46 feet to a set 5/8" iron pin, said curve having a radius of 270.90 feet, a delta of 26°32'05" and a chord bearing N36°49'53"W a distance of 124.34 feet;
23. Along a curve to the left an arc distance of 293.70 feet to a set 5/8" Iron pin, said curve having a radius of 397.00 feet, a delta of 42°23'13" and a chord bearing N44°45'27"W, a distance of 287.04 feet;
24. S24°02'57"W a distance of 44.00 feet to a set 5/8" iron pin;
25. Along a curve to the left an arc distance of 173.36 feet to a set 5/8" iron pin, said curve having a radius of 353.00 feet, a delta of 28°08'18" and a chord bearing N80°01'12"W a distance of 171.62 feet;
26. Along a curve to the right an arc distance of 457.19 feet to a set 5/8" iron pin, said curve having a radius of 1422.00 feet, a delta of 18°25'17" and a chord bearing N84°52'42"W a distance of 455.23 feet;
27. Along a curve to the left an arc distance of 498.69 feet to a set 5/8" Iron pin, said curve having a radius of 2134.40 feet, a delta of 13°23'12" and a chord bearing N82°21'40"W a distance of 497.56 feet;
28. Along a curve to the left an arc distance of 90.95 feet to a set 5/8" iron pin, said curve having a radius of 138.00 feet, a delta of 37°45'43" and a chord bearing S72°03'53"W a distance of 89.31 feet;
29. S53°11'01"W a distance of 230.15 feet to a set 5/8" Iron pin;



30. N36°48'59"W a distance of 34.00 feet to a set 5/8" iron pin;
31. Along a curve to the left an arc distance of 15.71 feet to a set 5/8" iron pin, said curve having a radius of 10.00 feet, a delta of 90°00'00" and a chord bearing N81°48'59"W a distance of 14.14 feet;
32. S53°11'01"W a distance of 14.51 feet to a set 5/8" iron pin;
33. Along a curve to the right an arc distance of 31.62 feet to a set 5/8" iron pin, said curve having a radius of 178.00 feet, a delta of 10°10'36" and a chord bearing S58°16'19"W a distance of 31.57 feet;
34. S63°21'37"W a distance of 173.79 feet to a set 5/8" iron pin;
35. Along a curve to the left an arc distance of 200.67 feet to a set 5/8" iron pin, said curve having a radius of 511.00 feet, a delta of 22°29'59" and a chord bearing S52°06'38"W a distance of 199.38 feet;
36. Along a curve to the right an arc distance of 153.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 18°01'03" and a chord bearing S49°52'10"W a distance of 153.14 feet;
37. N28°32'36"W a distance of 111.50 feet to a set 5/8" iron pin;
38. S61°27'24"W a distance of 44.00 feet to a set 5/8" iron pin;
39. S28°32'36"E a distance of 111.50 feet to a set 5/8" iron pin;
40. Along a curve to the right an arc distance of 36.77 feet to a set 5/8" iron pin, said curve having a radius of 489.00 feet, a delta of 04°18'31" and a chord bearing S66°11'23"W, a distance of 36.76 feet;
41. Along a curve to the left an arc distance of 499.52 feet to a set 5/8" iron pin, said curve having a radius 3125.00 feet, a delta of 09°09'30" and a chord bearing S63°45'53"W, a distance of 498.98 feet;
42. Along a curve to the right an arc distance of 88.04 feet to a set 5/8" iron pin, said curve having a radius of 300.00 feet, a delta of 16°48'52" and a chord bearing S67°35'34"W a distance of 87.73 feet;
43. S76°00'00"W, a distance of 20.15 feet to a set 5/8" iron pin;
44. Along a curve to the right an arc distance of 37.36 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 77°49'47" and a chord bearing N65°05'06"W, a distance of 34.55 feet;
45. N26°10'12"W a distance of 275.53 feet to a set 5/8" iron pin;
46. Along a curve to the left an arc distance of 195.65 feet to a set 5/8" iron pin, said curve having a radius of 525.00 feet, a delta of 21°21'07" and a chord bearing N36°50'46"W a distance of 194.52 feet;
47. S42°28'41"W a distance of 50.00 feet to a set 5/8" iron pin;
48. Along a curve to the right an arc distance of 177.01 feet to a set 5/8" iron pin, said curve having a radius of 475.00 feet, a delta of 21°21'07" and a chord bearing S36°50'46"E a distance of 175.99 feet;
49. S26°10'12"E a distance of 251.40 feet to a set 5/8" iron pin;



50. Along a curve to the right an arc distance of 46.68 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 97°15'31" and a chord bearing S22°27'33"W a distance of 41.27 feet;
51. Along a curve to the left an arc distance of 107.45 feet to a set 5/8" iron pin, said curve having a radius of 361.00 feet, a delta of 17°03'11" and a chord bearing S62°33'43"W a distance of 107.05 feet;
52. Along a curve to the left an arc distance of 359.35 feet to a set 5/8" iron pin, said curve having a radius of 509.73 feet, a delta of 40°23'33" and a chord bearing S33°50'22"W a distance of 351.96 feet;
53. Along a curve to the right an arc distance of 42.15 feet to a set 5/8" iron pin, said curve having a radius of 27.50 feet, a delta of 87°48'36" and a chord bearing S57°32'53"W a distance of 38.14 feet;
54. N78°32'49"W a distance of 60.73 feet to a set 5/8" iron pin;
55. Along a curve to the left an arc distance of 203.29 feet to a set 5/8" iron pin, said curve having a radius of 485.00 feet, a delta of 24°00'59" and a chord bearing S89°26'42"W a distance of 201.81 feet;
56. Along a curve to the right an arc distance of 419.36 feet to a set 5/8" iron pin, said curve having a radius of 255.22 feet, a delta of 94°08'40" and a chord bearing N55°29'28"W a distance of 373.75 feet;
57. Along a curve to the left an arc distance of 43.74 feet to a set 5/8" iron pin, said curve having a radius of 424.38 feet, a delta of 5°54'20" and a chord bearing N11°22'18"W a distance of 43.72 feet;
58. S75°40'32"W a distance of 50.00 feet to a set 5/8" iron pin;
59. Along a curve to the left an arc distance of 400.41 feet to a set 5/8" iron pin in the east right of way line of State Route 741, said curve having a radius of 375.00 feet, a delta of 61°10'41" and a chord bearing N44°54'49"W a distance of 381.66 feet;

Thence along said east right of way line the following ten (10) courses:

1. N10°06'55"E a distance of 22.97 feet to a set 5/8" iron pin;
2. N21°16'15"E a distance of 183.96 feet to a set 5/8" iron pin;
3. N30°11'38"E a distance of 185.27 feet to a set 5/8" iron pin;
4. N36°11'09"E a distance of 94.20 feet to a set 5/8" iron pin;
5. N54°14'55"E a distance of 183.13 feet to a set 5/8" iron pin;
6. N62°32'24"E a distance of 147.43 feet to a set 5/8" iron pin;
7. N59°21'57"E a distance of 199.77 feet to a set 5/8" iron pin;
8. N52°26'20"E a distance of 50.99 feet to a set 5/8" iron pin;
9. N63°33'53"E a distance of 100.23 feet to a set 5/8" iron pin;
10. N52°43'00"E a distance of 61.07 feet to a set 5/8" iron pin;

Thence N25°49'19"W a distance of 30.01 feet to a set mag nail in the centerline of State Route 741;





Thence along said centerline, N64°10'42"E a distance of 1185.43 feet a set mag nail at the northwest corner of a 1.54 acre (deed) tract of land conveyed to Trustees of Turtlecreek Township in D.B. 494 Pg. 947;

Thence along the west line of said 1.54 acre tract of land, S29°45'56"E, passing a 5/8" iron pin at 30.02, a total distance of 199.50 feet to a found 5/8" iron pin at a northwesterly corner of a 25.890 acre (deed) tract of land conveyed to Board of Turtlecreek Township Trustees in O.R. 1615 Pg. 43;

Thence along the lines of said 25.890 acre tract of land the following six (6) courses:

1. S39°35'35"E a distance of 613.63 feet to a found 5/8" iron pin;
2. S84°07'06"E a distance of 1376.59 feet to a found 5/8" iron pin;
3. N05°52'54"E a distance of 555.29 feet to a found 5/8" iron pin;
4. S84°07'06"E a distance of 280.44 feet to a found 5/8" iron pin;
5. N60°39'52"E a distance of 75.09 feet to a mag nail set in the centerline of Greentree Road;
6. Along said centerline, N29°20'13"W a distance of 100.00 feet to a mag nail set at the southwest corner of a 4.036 acre (deed) tract of land conveyed to Rick and Suzanne Beverley in O.R. 1209 Pg. 130;

Thence along the south line of said 4.036 acre tract of land, S85°07'28"E a distance of 142.52 feet to a set 5/8" iron pin in the west line of a 0.476 acre (deed) tract of land conveyed to Woodward Farms, LLC in O.R. 1755 Pg. 285;

Thence along said west line, S05°26'04"W a distance of 69.82 feet to a set 5/8" iron pin;

Thence continuing, S06°17'22"W a distance of 133.98 feet to a set mag nail in the aforesaid centerline of Greentree Road;

Thence along said centerline, the following five (5) courses:

1. S34°57'07"E a distance of 199.98 feet set mag nail;
2. S42°23'07"E a distance of 759.00 feet set mag nail;
3. S29°43'07"E a distance of 599.94 feet set mag nail;
4. S44°38'07"E a distance of 250.80 feet set mag nail;
5. S52°58'07"E a distance of 448.80 feet set mag nail;

Thence along the aforesaid west line of lands conveyed to Edwin J. and Hallie Wilson Tr., S05°16'23"W passing an iron pin set at 25.00' going a total distance of 814.01 feet to the Point of Beginning.

THE  
**KLEINGERS**  
GROUP



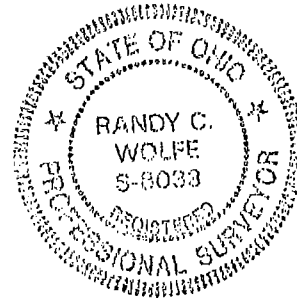
Containing 106.277 acres of which 64.531 acres out of Deed Book 96 Page 372 lies within Section 19, and all of a 2 acre tract and 39.746 acres out of Deed Book 417 Page 128 lies within Section 13.

Being subject to easements, restrictions and rights of way of record.

Bearings are based on Warren County Control Monument Numbers 159 and 160.

The above description is based on a field survey performed by The Kleingers Group under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is recorded in Volume 146 Page 27 of the Warren County Engineer's Record of Land Surveys.

Randy C Wolfe                      5-7-17  
Randy C. Wolfe                      Date  
Ohio Professional Surveyor No. 8033



# Resolution

Number 17-1479

Adopted Date September 12, 2017

APPOINT AN EVALUATION COMMITTEE RELATIVE TO THE PROCUREMENT (REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS) ASSOCIATED WITH CONSTRUCTION MANAGER AT RISK (CMR) SERVICES FOR THE WARREN COUNTY NEW JAIL AND SHERIFF ADMINISTRATION OFFICE PROJECT

WHEREAS, this Board intends to issue a request for qualifications and request for proposals for construction manager at risk (CMR) services associated with the Warren County New Jail and Sheriff Administration Office project; and

WHEREAS, it is the desire of this Board to establish a review committee to review the request for qualifications and request for proposals submittals received prior to selection by this Board; and

NOW THEREFORE BE IT RESOLVED, to appoint the following members to the CMR evaluation committee associated with the Warren County New Jail and Sheriff Administration Office Project:

- **David G. Young, Warren County Commissioner**
- **Larry Sims, Warren County Sheriff**
- **Tiffany Zindel, Warren County Administrator**
- **Trevor Hearn – Warren County Director of Facilities**
- **Martin Russell – Deputy County Administrator**

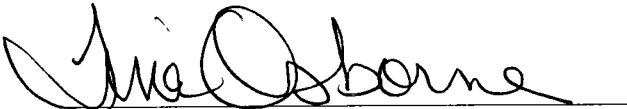
BE IT FURTHER RESOLVED, that a representatives of the project architect, KZF Design, be included on the evaluation committee as a non-voting member.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann - yea  
Mrs. Jones - yea  
Mr. Young – yea

Resolution adopted this 19<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Project file  
OMB Bid file  
Appointees