

STATUTORY RESOLUTION NO. 28 - 2009

**RESOLUTION APPROVING LEASE OF 9363 CENTRE POINTE DRIVE
WEST CHESTER BRANCH LIBRARY TO MIDDLETOWN PUBLIC LIBRARY**

WHEREAS, Ohio Revised Code Sections 505.10 and 3375.11 permit a Board of Township Trustees, by Resolution, to “lease any property of the Township . . . suitable for public library purposes to the Board of Trustees of any free public library rendering free public library service to the inhabitants of the Township, upon such terms as are agreed upon between the Board of Township Trustees and the Board of Trustees of the library rendering such service”; and,

WHEREAS, the Middletown Public Library is a free public library currently rendering free public library service to the inhabitants of West Chester Township (the “Township”); and,

WHEREAS, the Township has constructed a new West Chester Branch Library located at 9363 Centre Pointe Drive, West Chester, Ohio 45069 for the purpose of improving the provision of library services to the inhabitants of the Township; and,

WHEREAS, the Township desires to lease the West Chester Branch Library to the Middletown Public Library, and the Middletown Public Library has agreed to use the West Chester Branch Library to continue to provide free public library service to the inhabitants of the Township.

NOW THEREFORE, BE IT RESOLVED that the West Chester Township Board of Trustees does hereby agree to:

SECTION 1. Authorize the Township Administrator to execute a lease for the West Chester Branch Library to the Middletown Public Library, upon such terms as are agreed upon by the parties to the Lease, substantially in the form of the Lease Agreement attached hereto.

SECTION 2. Authorize the Township Administrator to execute documents and take all other actions as may be necessary to carry out the intent of this Resolution.

Adopted this 15th day of December, 2009.

Catherine Stoker

Catherine Stoker, President

YES

Yes / No

George Lang

George Lang, Vice President

Yes

Yes / No

Lee Wong

Lee Wong, Trustee

Yes

Yes / No

ATTEST:

Patricia Williams

Patricia Williams, Township Fiscal Officer

APPROVED AS TO FORM:

Donald L. Crain

Donald L. Crain, Law Director

Lease Agreement Attached

LEASE AGREEMENT

Pursuant to Sections 3375.11 and 3375.42 of the Ohio Revised Code, this Lease Agreement ("Lease") is hereby entered into this 15th day of December, 2009, by and between the **BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO** ("Landlord"), having its principal place of business at 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069, and the **BOARD OF TRUSTEES OF MIDDLETOWN PUBLIC LIBRARY** ("Tenant") having its principal place of business at 125 South Broad Street, Middletown, Ohio 45044.

WHEREAS, Landlord is the owner of the certain real property located at 9363 Centre Pointe Drive, West Chester, Ohio 45069 ("Premises"); a floor plan of the building on the Premises ("Floor Plan") is contained in Exhibit A, and the Premises is legally described in Exhibit B; both exhibits are attached hereto and incorporated by reference herein; and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord for the purpose of operating a West Chester branch library ("West Chester Branch") of Tenant's public library system;

NOW THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, Landlord hereby leases to Tenant, and Tenant lets from Landlord, the Premises, subject to all legal restrictions and matters of record, and upon the following conditions, covenants and agreements:

1. **TERM:** The initial term of this Lease shall be an initial period of fifteen (15) full calendar years, commencing on November 15, 2009, and ending on December 31, 2024 ("Initial Term"). This Lease shall be automatically renewed for a period of five (5) years and thereafter on a perpetual five (5) year basis (each five-year period being a "Renewal Term"), unless either of the parties hereto delivers written notice to the other of its intention to terminate the lease and not renew it at least twelve (12) months prior to the expiration of the Initial Term or any Renewal Term. "Term" shall mean the Initial Term and any Renewal Term.
2. **RENT:** Landlord acknowledges that Tenant, as full, fair and adequate consideration for the occupancy and use of the Premises and in lieu of payment of rent, shall provide library services and access to the public during Tenant's regular business hours and at such other times as the parties may agree.
3. **SECURITY DEPOSIT:** None.
4. **TAXES AND ASSESSMENTS:** Landlord shall pay any taxes and assessments related to the Premises.
5. **UTILITIES:** Tenant shall be solely responsible for the payment of any and all utilities, which utilities shall be separately metered and directly billed to the Tenant.

6. **EMPLOYEES:** Tenant shall be solely responsible for the hiring of its personnel and for the staffing of the West Chester Branch. All persons employed by Tenant in or about, or in connection with, the operation of the West Chester Branch shall be Tenant's employees for all purposes under this Lease. None of Tenant's employees shall in any way be deemed to be employees, agents, or representatives of Landlord. Tenant shall, at its own expense, maintain worker's compensation coverage, unemployment compensation coverage, and any other insurance which may be required by law with respect to its employees. Tenant shall be solely responsible for the payment of all salaries, compensation, withholding taxes, health and welfare benefits, and other similar charges associated with the employment of its employees. Should any such assessment be made against Landlord with respect to Tenant's employees, Tenant expressly agrees to indemnify Landlord as permitted by law, and hold Landlord harmless from any such assessment or liability.

7. **USE OF PREMISES:** Tenant agrees to use the Premises exclusively for the following purposes:

- a. Tenant shall provide standard library educational and recreational programming and services to the users of the West Chester Branch and members of the public.
- b. Tenant shall assume and maintain sole control of the operation of the West Chester Branch and Tenant's administrative rules and policies shall apply.
- c. In addition to the foregoing uses, certain portions of the Premises, including the Community Room, may be made reasonably available for public use.

8. **ANNUAL REPORT:** On or before January 31 of each calendar year commencing January 31, 2011, Tenant shall provide a copy of the Annual Report that Tenant prepares pursuant to Section 3375.42 of the Ohio Revised Code, for the preceding full calendar year.

9. **STANDARD OF SERVICES PROVIDED:** Throughout the Term of the Lease, Tenant shall endeavor to but cannot and does not guarantee that it will maintain staffing levels and operating hours at the West Chester Branch consistent with levels at the commencement of the Term. Tenant covenants to provide at least the same level of service and number of hours of operation to the public at the West Chester Branch as Tenant provides at its Middletown branch.

10. **CONDITION OF PREMISES:** Upon commencement of the Term, Landlord shall deliver up the Premises in a condition which complies with and satisfies all federal, state and local governmental requirements regarding the occupancy and use of said Premises for its intended purpose.

11. **MAINTENANCE AND REPAIRS:** Tenant shall have sole and total responsibility for the maintenance, upkeep, repair, and replacement of all portions of the building and grounds. Tenant shall, at its sole expense, keep and maintain the Premises in good repair and in a clean, sanitary and safe condition, at all times during occupancy thereof, in accordance with the laws of the State of Ohio and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of any governmental agency having jurisdiction, and shall comply with all requirements of law, ordinance and otherwise, affecting

said Premises. Tenant's maintenance and repair obligations include, but are not limited to, the following:

- a. Tenant shall maintain and keep in repair, and shall replace if necessary, all portions of the exterior of the building as well as the parking lots, utility lines, grounds, and landscaping.
- b. Tenant shall maintain and keep in repair, and shall replace if necessary, all portions of the interior of the building, including without limitation furnishings, fixtures, glass, equipment, heating and air conditioning, plumbing, painting and wallpaper.
- c. Tenant shall provide regular and routine cleaning and janitorial service for the interior of the building.

12. ALTERATIONS, MODIFICATIONS, AND ADDITIONS: Any alterations, modifications, or additions to the Premises must meet all regulatory requirements. All alterations, modifications and additions made to the Premises shall become part of the Premises, and shall be and remain the sole and exclusive property of Landlord.

13. COMMUNITY ROOM: The community room located on the Premises (the "Community Room"), which is shown on the Floor Plan, shall be managed and insured by Tenant in the same manner as all other parts of the Premises. Community Room usage is subject to all of Tenant's library policies and procedures. Community Room usage by West Chester Township government is detailed in a Letter of Understanding which may be amended from time to time by agreement of the parties.

14. ADDITIONAL COVENANTS OF TENANT: Tenant hereby agrees and covenants as follows:

Tenant shall occupy the Premises in a safe and proper manner, shall not permit waste on the Premises, shall not use or permit the use of the Premises for any unlawful purpose, and shall obey all laws, regulations and orders of all governmental authorities or agencies respecting the Premises.

- a. Tenant shall use the Premises only as provided herein;
- b. Tenant shall permit the Landlord's designated employees to enter upon the Premises after giving reasonable notice to Tenant. Absent an emergency, reasonable notice shall mean notice given at least 24-hours in advance of entry.
- c. Tenant shall, at the end of the Term, or earlier termination of this Lease, deliver up the Premises broom clean, in as good a condition as they now are, reasonable use, ordinary wear and tear, and unavoidable casualty excepted.

15. COVENANTS OF LANDLORD: Landlord hereby agrees and covenants as follows:

- a. Landlord warrants and represents that it is the owner of the Premises, that it has the power and authority to enter into this Lease, and that the Premises are free from all encumbrances.
- b. Landlord shall not hinder Tenant's quiet enjoyment and use of the Premises consistent with the terms and conditions hereof.

16. **INSURANCE:**

- a. Tenant shall provide, at its sole cost and expense, and keep in force for the benefit and protection of Tenant and Landlord, as their interests may appear, and with Landlord named as an additional insured, the following policies of insurance:
 - i. Tenant shall keep the Premises insured against loss or damage by fire and all risks of direct physical loss except the normal exclusions contained in an "all risks" policy for not less than one hundred percent (100%) of the replacement cost thereof evidenced by "replacement cost" and "agreed amount" endorsements in the policy. Landlord may require an updated appraisal of the Premises (at no expense to Landlord) by an appraiser satisfactory to Tenant and the insurance carrier at the renewal of insurance policy. The amount of direct physical loss insurance shall be adjusted as required by the insurance carrier in order to obtain the required level of coverage and to maintain the appropriate "agreed amount" endorsement coverage.
 - ii. Tenant shall maintain general liability insurance policy or policies in standard form issued by reliable companies licensed to sell insurance in the State of Ohio, protecting both Landlord and Tenant against any and all liability occasioned by any act or occurrence on the Premises, whether due to any act or omission of Landlord or Tenant, or either of their agents, employees, patrons, invitees or licensees, with policy limits of not less than One Million Dollars (\$1,000,000.00) commercial general liability coverage per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, plus Three Million Dollars (\$3,000,000.00) in excess/umbrella coverage per occurrence and in the aggregate, and with policy limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence with respect to any loss or damage to property.
 - iii. Tenant shall maintain insurance for its personal property, including without limitation shelving, furnishings, fixtures, appliances, and other media and equipment located on the Premises.
 - iv. Tenant shall maintain worker's compensation coverage, unemployment compensation coverage, and any other insurance which may be required by law with respect to its employees.

- b. Tenant shall provide the following evidence of insurance:

- v. Tenant shall submit certificates or copies of all insurance policies to Landlord before the commencement of the Term.
- vi. Tenant shall submit renewal notices of all insurance policies to Landlord annually.

17. INDEMNIFICATION: To the maximum extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its Trustees, agents, employees and representatives, for and against all claims, including without limitation all demands, actions, fines, suits, proceedings and judgments of any kind or nature, and against any and all costs and expenses, including without limitation attorneys' fees, arising out of or in any way connected to Tenant's use or occupation of the Premises, or the use of or presence upon the Premises of any invitee or licensee.

To the maximum extent permitted by law, Landlord shall indemnify and hold harmless Tenant, its Trustees, agents, employees and representatives, for and against all claims, including without limitation all demands, actions, fines, suits, proceedings and judgments of any kind or nature, and against any and all costs and expenses, including without limitation attorneys' fees, arising out of or in any way connected to Landlord's use or occupation of the Premises, or the use of or presence upon the Premises of any invitee or licensee.

18. DISPUTE RESOLUTION: In the event that either party believes that the other party is in default in the performance of any of its obligations or covenants contained in this agreement, the parties shall engage in the following progressive steps to resolve any such issues or disputes

- Branch Manager and Township Representative meet to attempt to resolve.
- Library Director and Township Administrator meet to attempt to resolve.
- Library Board and Township Trustees meet to attempt to resolve.
- Mediation by a neutral mediator chosen by agreement and whose fees shall be shared equally by the parties.

If the progressive dispute resolution process detailed above is not successful, either party may then decide to terminate the lease and give notice as required in Article 20 below or seek any other remedy available to that party at law or in equity.

19. TERMINATION: Either party may terminate this Lease for cause at any time by providing written notice of its intent to terminate at least three hundred sixty-five (365) days prior to such termination. Either party may also terminate this Lease for any reason, with or without cause, after the initial term of this Lease Agreement as set forth in paragraph 1 above, by providing written notice of its intent to terminate at least three hundred sixty-five (365) days prior to such termination. Either party may exercise its right to terminate whether or not it has first participated in the progressive dispute resolution process detailed in Article 18 above.

20. **FIRE, CASUALTY OR CONDEMNATION:** In the event that the Premises is damaged by fire or other casualty or condemned or taken for any public or quasi-public use, then Landlord shall have the right to terminate this Lease. However, if Landlord elects to allow Tenant to repair and restore the Premises to its previous condition and such repair or restoration can be completed within the remaining Term of this Lease, then this Lease shall remain in effect. Landlord shall have sixty (60) days following the date of such fire, casualty or condemnation in which to notify Tenant of its intention to terminate this Lease; otherwise the Lease shall be deemed to remain in full force and effect and Tenant shall commence any necessary repairs. Landlord shall be entitled to all of the proceeds of any award resulting from the fire, casualty or condemnation, in whole or in part, of the Premises, except for furnishings and contents paid for by the Tenant. Tenant shall be entitled to all proceeds of any award resulting from the damage, destruction or condemnation of the premises to the extent that such award is for the furnishings and contents paid for by Tenant.

21. **RECORDING:** This Lease shall not be recorded by either party. However, at the request of either party, the parties shall execute a Memorandum of Lease for recording purposes, in a form mutually agreeable to the parties.

22. **ASSIGNMENT:** Tenant shall not assign or delegate any portion of its rights or obligations under this Lease without prior written consent from Landlord, which consent may be withheld at the sole discretion of Landlord

23. **NOTICE:** All Notices required under this Lease shall be in writing, and shall be deemed complete upon hand delivery to the party entitled to receive such notice, or upon the third day after such notice has been placed in a receptacle of the United States Postal Service, postage prepaid, addressed to the receiving party at the address first above mentioned, or at such other location as the receiving party may have previously designated in writing.

24. **GOVERNING LAW:** This Lease shall be governed, construed and enforced in accordance with the laws of the State of Ohio.

25. **NO WAIVER:** The failure of either party to enforce any term of this Lease shall not be deemed a waiver of such term, and shall not affect the right of such party to subsequently enforce such term. No waiver of any term hereof shall be effective unless in writing, signed by the party against whom such waiver is effective.

26. **BINDING EFFECT:** The covenants, terms, conditions, provisions, indemnities and undertakings in this Lease, or any amendments, modifications, or renewals hereof, shall extend to and be binding upon the parties, their administrators, successors, legal representatives or assigns, and shall survive the termination of this Lease without limitation.

27. **REMEDIES:** All remedies specified herein for the event of breach or threatened breach of this Lease are cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the parties may be lawfully entitled.

28. **MODIFICATION:** This Lease may be modified or amended only by written agreement signed by both parties.

29. **SEVERABILITY**: In the event that any term, condition or provision of this Lease shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall remain in full force and effect, and such invalid or unenforceable provision shall be deemed modified to carry out the intent of the parties to the fullest extent allowable by law.

30. **INTERPRETATION**: The provisions of this Lease Agreement are the result of negotiation between the parties hereto, each party having had ample opportunity to review and make revisions to the provisions hereof, and each party having had ample opportunity to seek and receive the advice and assistance of counsel with respect hereto. Therefore this Lease shall not be interpreted or construed against or in favor of either party.

31. **INTEGRATION**: This Lease, along with any schedules or exhibits attached hereto and incorporated herein, contains the entire agreement between the parties, and shall not be modified except by written instrument signed by both parties.

32. **HEADINGS**: The headings contained in this Lease are strictly for convenience of the parties and shall in no way affect the interpretation or performance hereof, or the rights or obligations of the parties hereunder.

33. **EXECUTION IN COUNTERPARTS**: This Lease may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

The parties hereto have executed this Lease as of the date first written above.

[signature pages follow]

Landlord:

BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO

By: Judith C. Boyko

Print Name: Judith C. Boyko

Title: Township Administrator

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 16th day of December, 2009 by Judith C. Boyko, Administrator of the Board of Trustees of West Chester Township, Butler County, Ohio, on behalf of the Board of Trustees of West Chester Township, Butler County, Ohio.

Patricia Williams
Notary Public
My commission expires: _____



PATRICIA WILLIAMS, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires Nov. 20, 2011

Tenant:

BOARD OF TRUSTEES OF MIDDLETOWN PUBLIC LIBRARY

By: Douglas J Bean
Print Name: DOUGLAS J. BEAN
Title: Director

STATE OF OHIO)
) SS:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 17th day of December, 2009 by Douglas J. Bean, Director of the Middletown Public Library, on behalf of the Middletown Public Library.

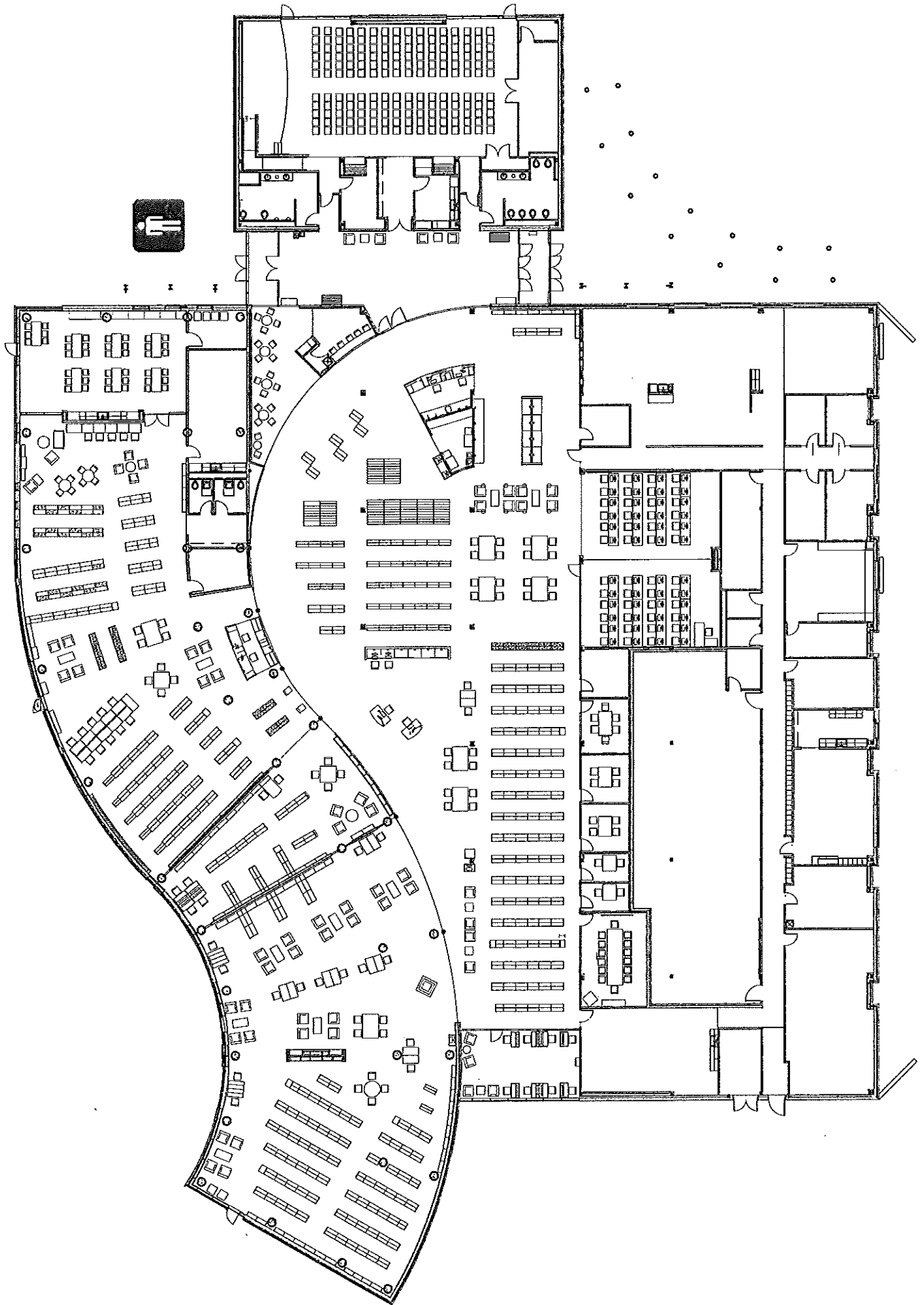
Patricia Williams
Notary Public
My commission expires: _____



PATRICIA WILLIAMS, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires Nov. 20, 2011

EXHIBIT A

Floor Plan





304 East Eighth
Cincinnati, OH
45202-2131
P: 513-663-5555
F: 513-644-9577

glaserworks
architecture & urban design



CIVIL ENGINEER:
ME Composites
23 Triangle Park Drive
Cincinnati, OH 45202
V: 513-942-3141
F: 513-631-2263

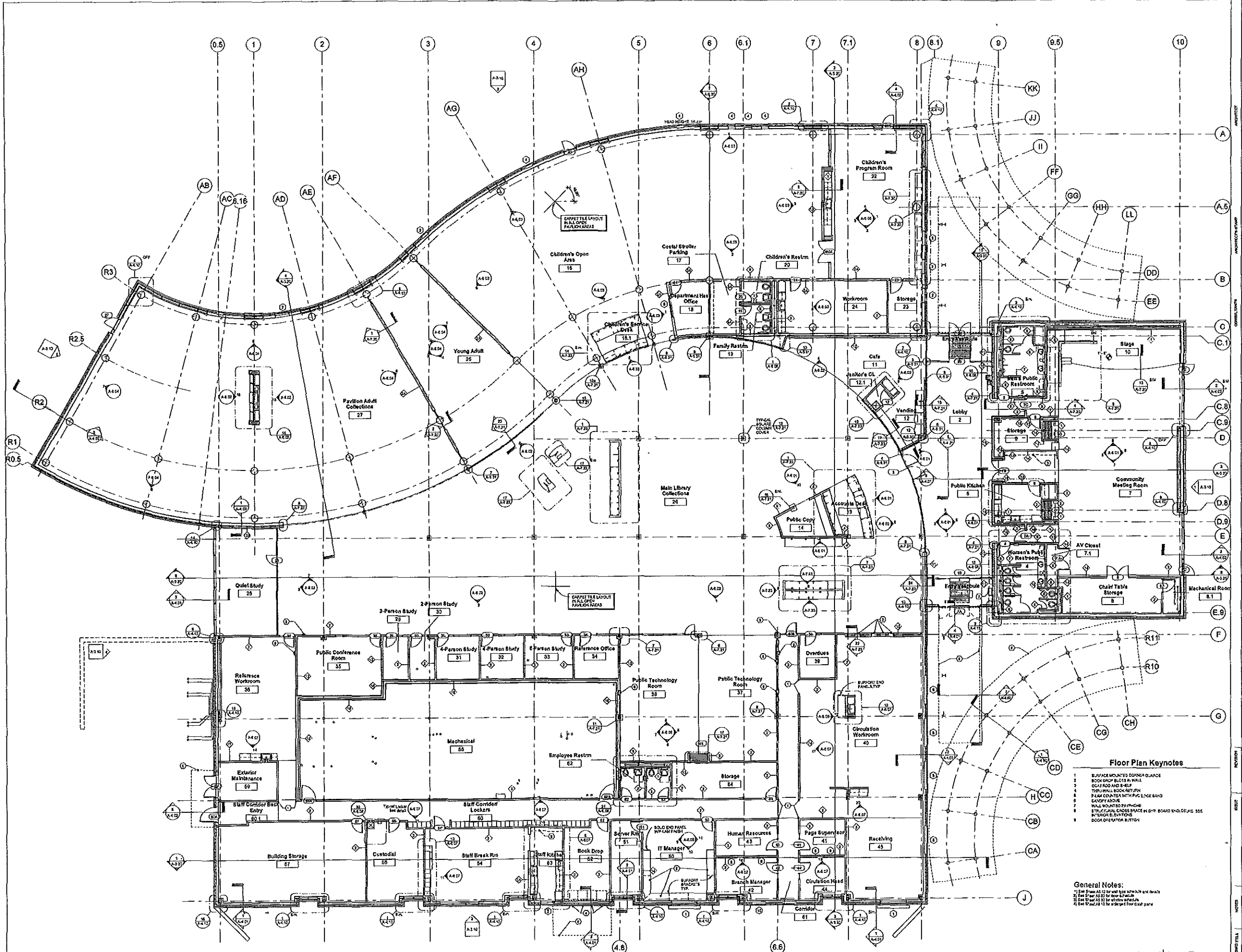
LANDSCAPE ARCHITECT:
Mickler and Associates
2043 Madison Road
Cincinnati, OH 45208
V: 513-321-0789
F: 513-321-3605

STRUCTURAL ENGINEER:
THP Ltd.
100 E. 8th Street
Cincinnati, OH 45202
V: 513-241-3322
F: 513-241-2981

P.L.E. ENGINEERS:
R.H. Engineers
1538 Alexander Pike
Suite 111
Fort Thomas, KY 41076
V: 859-442-8050
F: 859-442-8058

INTERIOR DESIGN:
Interior Solutions Group
471 Springdale Plaza
Suite 100-4
Cincinnati, OH 45214
V: 513-254-2250
F: 513-244-2405

CONSTRUCTION MANAGER:
The Skidmore Corporation
8900 West Chester Road
Suite F
West Chester, OH 45380
V: 513-942-2322
F: 513-942-4677



Floor Plan Keynotes

- 1 SURFACE MOUNTED CORNER JOISTS
- 2 BOOK GRIP BLC'S IN WALL
- 3 COAT ROD AND B-BELT
- 4 TYPICAL WALL BOOK REST
- 5 PLANK COUNTER WITH PVC EDGE BAND
- 6 CANTOP ABOVE
- 7 WALL MOUNTED PAGING
- 8 STRUCTURAL CROSS BRACE IN B'DR ENCL'G 555
- 9 INTERIOR ELEVATION
- 10 DOOR OPERATOR BUTTON

General Notes:
 1) See Floor A-2.10 for wall and floor finishes and details.
 2) See Floor A-2.10 for door schedule.
 3) See Floor A-2.10 for window schedule.
 4) See Floor A-2.10 for window and door frame details.

| NO. | DATE | DESCRIPTION |
|----------|-------------------------------|-------------|
| 01-14-08 | 03 Final Revision | |
| 02-21-08 | Phase 1 (10' Final Submittal) | |
| 04-08-08 | Phase 1 (Final) | |
| 06-10-08 | Phase 2 - Pre-Construction | |

Floor Plan

Level 1 | 1
1/8" = 1'-0"

EXHIBIT B

Legal Description of the Premises

WCHLibrary 0091532.0268857 147336v3

8.207 ACRE PARCEL

Being a parcel of land located in the State of Ohio, County of Butler, West Chester Township, Section 33, Town 3, Range 2 and being more particularly described as follows:

Commencing at a Iron Pin in a Monument Box (found) in the northeast corner of Section 33, thence along the north line of said Section, N 78°10'35" W, 2734.50 feet to a point in the intersection of WEST CHESTER ROAD and UNION CENTRE BLVD;

thence departing said north line along the centerline of said UNION CENTRE BLVD., S 2°55'29" W, 174.31 feet to a point;

thence departing said centerline S 87°01'48" E, 58.95 feet to an Iron Pin (found) in the east right-of-way line of UNION CENTRE BLVD. as recorded in Survey Volume 50, Page 102;

thence along the Grantor's north line, S 77°15'48" E, 312.04 feet to an iron pin (set), said pin being the **TRUE POINT OF BEGINNING** for the parcel of land herein described;

thence continuing along Grantor's north property line, S 77°15'48" E, 683.68 feet to an Iron Pin (found) on the northeast corner of said grantor's property;

thence departing said north line along the grantor's east line for the next three (3) courses:

S 9°04'20" W, 347.17 feet to an Iron Pin (found);

thence along a curve to the left with an arc length of 93.28 feet having a radius of 77.50 feet, chord bears S 41°00'00" W, 87.75 feet to an iron pin (found);

S 6°31'12" W, 105.31 feet to an Iron Pin (found) in the north right-of-way line of CENTRE POINTE DRIVE, as recorded in Plat Envelope 3705, Pages A & B

thence along said right-of-way for the next two (2) courses:

N 83°28'48" W, 424 feet to an iron pin (set);

thence along a curve to the left with an arc length of 153.15 feet having a radius of 2530.00 feet, chord bears N 85°12'51" W, 153.13 feet to an iron pin (set);

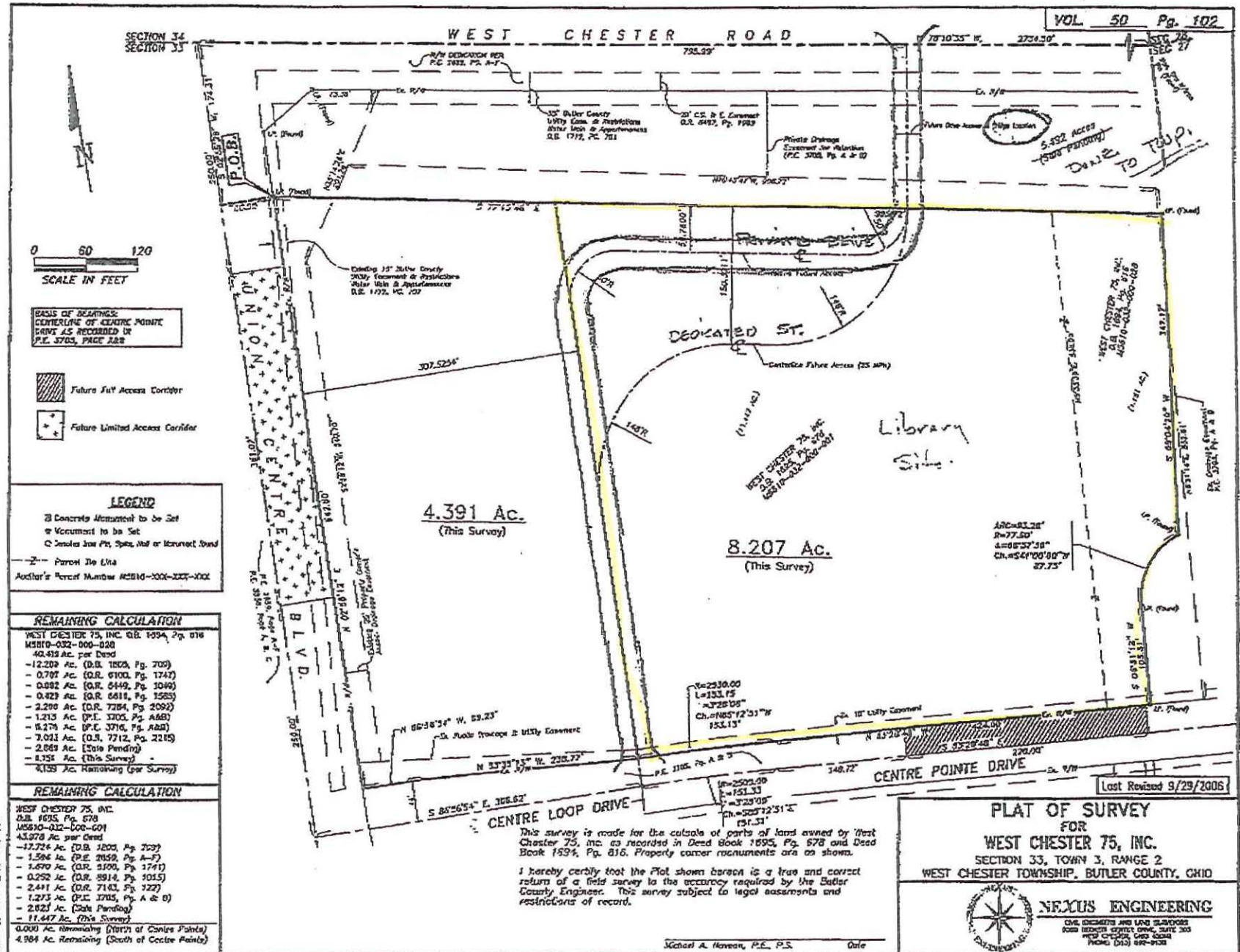
thence departing said right-of-way along a new line, N 2°58'12" E, 604.30 feet to the true point of beginning, containing 8.207 acres, subject to legal easements and restrictions of record.

Being a part of the lands of Centre Place Retail, LLC as Grantor claims title by instrument of record as recorded in Official Record 7805, Page 1447 of the Butler County Recorders Office, Butler County, Ohio.

The basis of bearings is the Centerline of CENTRE POINTE DRIVE (i.e., N 83°28'48" W).

This description was prepared by NEXUS ENGINEERING on February 22, 2007 based on a Survey performed under the direct supervision of Michael A. Novean, P.E., P.S., Registered Surveyor No. 8101, and a copy of the SURVEY is recorded in SURVEY PLAT Volume 50, Page 102.

Being part of Tax Parcel Number *115616 032 000 125*



0 60 120
SCALE IN FEET

BASIS OF BEARINGS:
CONVERGENCE OF CENTRE POINTS
DINETS AS RECORDED IN
P.E. 3763, PAGE 222

Future Full Access Corridor
 Future Limited Access Corridor

LEGEND
 Concrete Monument to be Set
 Monument to be Set
 Section Line Pt., Spot, Nail or Monument Band
 Parcel Line
 Auditor's Parcel Number 42810-300-200-1000

REMAINING CALCULATION
 WEST CHESTER 75, INC. D.B. 1594, Pg. 016
 40.413 Ac. per Deed
 - 12.208 Ac. (D.B. 1525, Pg. 200)
 - 0.707 Ac. (D.B. 6100, Pg. 1747)
 - 0.082 Ac. (D.B. 6449, Pg. 1040)
 - 0.423 Ac. (D.B. 6611, Pg. 1535)
 - 2.200 Ac. (D.B. 7284, Pg. 2092)
 - 1.215 Ac. (P.E. 3705, Pg. A88)
 - 15.279 Ac. (P.E. 3716, Pg. A28)
 - 3.021 Ac. (D.B. 7212, Pg. 2145)
 - 2.069 Ac. (State Pending)
 - 1.751 Ac. (This Survey)
 4.128 Ac. Remaining (per Survey)

REMAINING CALCULATION
 WEST CHESTER 75, INC.
 D.B. 1625, Pg. 678
 43.978 Ac. per Deed
 - 17.724 Ac. (D.B. 1200, Pg. 702)
 - 1.584 Ac. (P.E. 3059, Pg. A-7)
 - 1.570 Ac. (D.B. 3700, Pg. 1747)
 - 0.252 Ac. (D.B. 3914, Pg. 1015)
 - 2.441 Ac. (D.B. 7143, Pg. 122)
 - 1.273 Ac. (P.E. 3705, Pg. A & B)
 - 2.023 Ac. (State Pending)
 - 11.447 Ac. (This Survey)
 0.000 Ac. Remaining (North of Centre Pointe)
 4.904 Ac. Remaining (South of Centre Pointe)

4.391 Ac.
(This Survey)

8.207 Ac.
(This Survey)

PLAT OF SURVEY
 FOR
WEST CHESTER 75, INC.
 SECTION 33, TOWN 3, RANGE 2
 WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO



NEXUS ENGINEERING
 CIVIL ENGINEERS AND LAND SURVEYORS
 400 BROADWAY DRIVE, SUITE 300
 WEST CHESTER, OHIO 45381
 PHONE (513) 882-9138

This survey is made for the purpose of parts of land owned by West Chester 75, Inc. as recorded in Deed Book 1595, Pg. 678 and Deed Book 1594, Pg. 816. Property corner monuments are as shown.
 I hereby certify that the Plat shown herein is a true and correct return of a field survey to the accuracy required by the Butler County Engineer. This survey subject to legal easements and restrictions of record.

Richard A. Haver, P.E., P.S. Date