Resolution No. 16
Fernald Preserve Natural Resource Trustees

RE: Grant Agreement between Ohio EPA and Three Valley Conservation Trust to assist Ohio EPA (on behalf of the Fernald NRD Trustees) with acquiring and/or preserving restoration properties selected by the Trustees.

WHEREAS, the Fernald Preserve Trustee Council was established pursuant to the July 2001 Memorandum of Understanding entered into by the Ohio Environmental Protection Agency (“Ohio EPA”), the United States Department of Energy (“DOE”), and the United States Department of the Interior (“DOI”) (collectively, the “Trustees”);

WHEREAS, the Natural Resource Damage Consent Decree for the Fernald Preserve, dated November 11, 2008, required DOE to deposit $13,750,000 into an interest-bearing escrow account in the Registry of the United States District Court for the Southern District of Ohio (“Escrow Account”), and on February 17, 2009, the United States on behalf of DOE deposited $13,750,000 into the Escrow Account;

WHEREAS, on August 23, 2010, the United States District Court for the Southern District of Ohio ordered the transfer of $13,781,225.18 from the Escrow Account to the Treasurer, State of Ohio, to be deposited into the Natural Resource Damages Fund, for the Fernald Preserve;

WHEREAS, the Consent Decree, Paragraph 4.6, provides that any transferred funds shall be applied toward the costs of restoration, replacement, or acquisition of the equivalent of injured Natural Resources at and in the vicinity of the Fernald Preserve, as set forth in the Natural Resource Restoration Plan (“NRRP”);

WHEREAS, the Consent Decree, Paragraph 4.7, provides that the Trustees shall expend the funds to implement the plan developed pursuant to Section 1.5 of the NRRP;

WHEREAS, on June 17, 2009, the Trustees published a draft Natural Resource Funds Use Plan (“draft NRFUP”) for the Fernald site and accepted comments on the draft NRFUP until August 8, 2009. The Trustees also
convened a public availability session on July 8, 2009 at the Fernald site to discuss the draft NRFUP and accept comments and suggestions from the public. On February 23, 2010, the Trustees issued the final Natural Resource Funds Use Plan (“NRFUP”); and

WHEREAS, on March 16, 2011, the Trustees approved Trustee Resolution #9 establishing eligibility criteria for land protection for conservation easement funding for the Paddys Run Conservation Project (PRCP), and the Trustees have scheduled an application period for landowners to request easement funding of August 8 to August 26, 2011; and

WHEREAS, on July 20, 2011, the Trustees approved Trustee Resolution #10 authorizing Ohio EPA to enter into a contract with Three Valley Conservation Trust to among other tasks, conduct appraisals on applicant properties under the PRCP.

WHEREAS, the Trustee Council, by unanimous consent, agrees that Ohio EPA should enter into a grant agreement (draft attached) with the Three Valley Conservation Trust to achieve the goals described herein.

NOW THEREFORE BE IT RESOLVED that the Trustee Council agrees, by unanimous consent, that Ohio EPA should enter into the grant agreement (draft attached) with the Three Valley Conservation Trust to assist the Agency (on behalf of the Trustees) with acquisition and/or preservation of restoration properties approved by the Trustees.
Resolution No. 16
Fernald Preserve Natural Resource Trustees

DATED this 10 day of April, 2012.

United States Department of the Interior
U. S. Fish and Wildlife Service

[Signature]
By: Jennifer Fínfera, Columbus, Ohio Field Office
Resolution No. 16
Fernald Preserve Natural Resource Trustees

DATED this 10th day of April, 2012.

Ohio Environmental Protection Agency

[Signature]

By: Thomas A Schneider, Fernald Project Manager
Resolution No. 16
Fernald Preserve Natural Resource Trustees

DATED this ____ day of April, 2012.

United States Department of Energy

Thomas C. Pauling
2012.04.19 08:47:12
-04'00'

By: Thomas C. Pauling, Director of Site Operations, Office of Legacy Management
GRANT AGREEMENT
between Ohio EPA and Three Valley Conservation Trust
for the Paddys Run Conservation Project

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the Director of Environmental Protection ("the Director") on behalf of the Ohio Environmental Protection Agency, 50 West Town Street, Columbus, Ohio 43216 ("Ohio EPA" or "Grantor"), and Three Valley Conservation Trust, 5920 Morning Sun Road, P.O. Box 234, Oxford, Ohio 45056 ("TVCT" or "Grantee") to set forth the terms and conditions upon which Grantor will provide a monetary payment to Grantee, and Grantee will use the monetary payment, to acquire and/or preserve designated restoration properties located in the vicinity of the Paddys Run watershed, in accordance with the Natural Resource Restoration Plan, the Fernald Preserve Trustee Resolution #9, and the Natural Resource Funds Use Plan for the Fernald Preserve, in southern Butler County and northern Hamilton County, Ohio.

I. AUTHORITY

This Agreement is entered into by Ohio EPA under section 3745.01 of the Ohio Revised Code, and by TVCT under section 5301.67 et seq. of the Ohio Revised Code.

II. BACKGROUND AND PURPOSE

WHEREAS, section 107(f)(2)(B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA") provides that the governor of each state shall designate state officials who may act on behalf of the public as trustees for natural resources;

WHEREAS, the Fernald Preserve Trustee Council was established pursuant to the July 2001 Memorandum of Understanding entered into by the Ohio EPA, the United States Department of Energy, and the United States Department of the Interior (United States Fish and Wildlife Service) (collectively, "Trustees");

WHEREAS, on November 11, 2008, the United States District Court for the Southern District of Ohio, Western Division, approved a Consent Decree in the action entitled, State of Ohio, ex rel. Nancy Rogers Attorney General of Ohio v. United States Department of Energy, et al., case no. C-1-86-0217, which required the United States to
pay the State of Ohio $13,750,000 to restore, replace, or acquire the equivalent of injured natural resources at and in the vicinity of the Fernald Preserve in a manner consistent with the Natural Resource Restoration Plan (“NRRP”) for the Fernald Preserve;

WHEREAS, on February 17, 2009, the United States deposited $13,750,000 into an interest-bearing account in the Registry of the United States District Court for the Southern District of Ohio (“Court Account”):

WHEREAS, on June 17, 2009, the Trustees published a draft Natural Resource Funds Use Plan (“draft NRFUP”) for the Fernald Preserve and accepted comments on the draft NRFUP until August 8, 2009. The Trustees also convened a public availability session on July 8, 2009 at the Fernald Preserve to discuss the draft NRFUP and accept comments and suggestions from the public. On February 23, 2010, the Trustees issued the final Natural Resource Funds Use Plan (“NRFUP”);

WHEREAS, on August 19, 2010, the United States District Court for the Southern District of Ohio ordered the transfer of $13,750,000 plus interest from the Court Account to the Treasurer, State of Ohio to be deposited into the Natural Resource Damages Fund, established under section 3734.282 of the Ohio Revised Code, for the Fernald Preserve (“Fernald NRD funds”);

WHEREAS, on December 6, 2010 and April 13, 2011, the Trustees and Three Valley Conservation Trust held public meetings at the Fernald Preserve to discuss implementation of the Paddys Run Conservation Project, these meetings were well attended by landowners interested in conservation easements, and there have been follow up discussions with many of these landowners;

WHEREAS, on March 16, 2011, the Trustees approved Trustee Resolution #9 establishing eligibility criteria for land protection for the Paddys Run Conservation Project;

WHEREAS, by letter dated June 30, 2011, Governor John R. Kasich designated Ohio EPA Director Scott J. Nally as the trustee for natural resources in Ohio pursuant to CERCLA section 107(f)(2)(B);

WHEREAS, on July 11, 2011, the Trustees approved Trustee Resolution #10 authorizing Ohio EPA to enter into a contract with TVCT to assist Ohio EPA in the acquisition and/or preservation of restoration properties¹ and/or the implementation of

¹ Restoration properties are lands that are acquired and/or preserved, using the Natural Resource
approved natural resource restoration projects, and on July 12, 2011, Ohio EPA (on behalf of the Trustees) entered into a contract with TVCT to assist Ohio EPA in the acquisition and/or preservation of restoration properties and/or the implementation of approved natural resource restoration projects;

WHEREAS, the Trustees, consistent with the NRRP and the NRFUP, desire to acquire and/or preserve certain restoration properties in the Paddys Run area, listed in Attachment A (the “Properties”), and on July 12 and October 17, 2012, the Trustees approved Trustee Resolutions #12 and #14, which authorized Ohio EPA to proceed with the appraisal of the Properties using Fernald NRD funds;

WHEREAS, the Trustees, on _______ __, 2012, the Trustees approved Trustee Resolution #16, authorizing Ohio EPA to enter into this grant Agreement with TVCT to proceed with acquisition and/or preservation of the Properties listed in Attachment A.

WHEREAS, no obligations shall arise and no work shall be performed under this Agreement until Ohio EPA notifies TVCT of receipt of a purchase order, which may be approved following the effective date of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

III. BENEFIT

The benefit of this Agreement is that Fernald NRD funds will be provided to the Grantee for the acquisition of conservation and/or agricultural easements on and/or fee simple ownership of the Properties listed in Attachment A in order to conserve, protect and preserve undeveloped and agricultural lands, thereby contributing to the restoration of surface water and ground water in the Paddys Run watershed region.

IV. OBLIGATION OF FUNDS FOR ATTACHMENT A PROPERTIES

This Agreement obligates Fernald NRD funds to be used by Grantee to acquire conservation and/or agricultural easements (“easements”) on, and/or fee simple

Damages Fund for the Fernald Preserve, to contribute to the protection or enhancement of habitats and water quality in Paddys Run and the Great Miami Aquifer, and thus restore, replace, or acquire the equivalent of injured natural resources at and in the vicinity of the Fernald Preserve in accordance with the NRRP and the NRFUP.
ownership (on behalf of an acceptable property owner) of, the Properties listed in Attachment A during State Fiscal Years 2012 or 2013. With respect to any Property for which fee simple ownership is to be acquired: (i) the Trustees shall determine the fee interests to be acquired and the acceptable entity (such as a park district or charitable organization) to whom such fee interests shall be conveyed; and (ii) the Grantee shall ensure the prompt acquisition of an easement containing the provisions set forth in the template Agricultural / Conservation Easement attached hereto as Attachment C.

Upon execution of this Agreement, the Grantor shall obligate Fernald NRD funds up to the amount of $2,931,074 for the acquisition by Grantee of easements on and/or fee simple ownership of the Properties listed on Attachment A. Attachment A specifies, for each Property to be acquired in State Fiscal Years 2012 or 2013: (1) the name and mailing address of the landowner(s); (2) the address, parcel number(s), and the number of acres; (3) the appraised easement or market value; 4) if applicable, the anticipated Federal government share of the acquisition price; (5) the anticipated contributions to Grantee’s monitoring endowment fund and Grantee’s legal defense fund; and (6) the maximum potential monetary contribution by Grantor toward such easement acquisition or fee simple ownership.

Upon acceptance by the current property owner of an offer to purchase by the Grantee, and signature of the purchase agreement by such property owner, the Grantee shall close on the easement acquisition or fee simple ownership of such Properties specified in Attachment A, using the obligated funds listed in Table 1, in accordance with this Agreement and before the applicable Closing Deadline date listed in Table 1. Should the Grantee not meet the applicable Closing Deadline date established in Table 1 for any Property specified on Attachment A, any remaining funds may be de-obligated from this Agreement, at the discretion of Grantor, and if de-obligated, shall be returned by Grantee to Grantor within thirty (30) days of Grantor’s request, unless this Agreement is amended in accordance with paragraph C of Section XIII of this Agreement.

### Table 1

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<th>State Fiscal Years of Fund Obligation</th>
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<th>Closing Deadline</th>
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<td>June 30, 2013</td>
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V. GRANTOR’S CONTRIBUTION
The Grantor’s contribution for each easement or fee simple ownership acquired by the Grantee shall be up to, but not more than, 100% of the appraised easement value or appraised fair market value of each Property, plus $20,000 per Property for the Grantee’s monitoring endowment fund, and $4,500 per Property for the Grantee’s legal defense fund. The Grantor’s contribution for the acquisition of each Property shall be based on an appraisal of the Property performed by a certified general appraiser in accordance with the Uniform Standards of Professional Appraisal Practices.

VI. GRANTEE’S CONTRIBUTION

The Grantee, or its designated escrow agent, shall disburse 100% of the acquisition price to the landowner(s) at the time of closing.

VII. PAYMENTS

A. The Grantee shall notify the Grantor when Fernald NRD funds are required to be paid in order to acquire an easement on or fee simple ownership of a Property for which funds have been obligated (e.g., Properties listed in Attachment A). Fernald NRD funds, in accordance with Section V of this Agreement, shall be paid by Grantor to the Grantee prior to the scheduled closing for each such Property. Grantee shall notify the Grantor at least forty-five (45) days prior to the scheduled closing. Grantor will make payment to Grantee via electronic transfer. Upon receipt of the funds, Grantee shall sign a payment receipt form and return it to the Grantor. Grantee shall hold the funds in escrow for a period not to exceed fourteen (14) calendar days, unless otherwise agreed in writing by Grantor. If interest earned on Fernald NRD funds exceeds $100.00, Grantee shall return any interest earned to the Grantor.

B. All easements and deeds to be proposed to the landowner(s) by the Grantee shall first be approved by the Grantor prior to acquisition. All easements and deeds shall be submitted to the Grantor for review and approval at least forty-five (45) days prior to the scheduled closing.

C. To obtain payment of Fernald NRD funds, the Grantee shall submit to Grantor a request for advance payment, and the information specified below. The Grantee shall submit the request for advance payment at least thirty (30) days prior to the scheduled closing.
D. At a minimum, the following information shall be included in, or attached to, the request for advance payment for each Property, prior to the Grantor accepting the easement or deed and disbursing payment: (1) the name and tax identification number of the Grantee; (2) the tax identification number of the landowner(s); (3) the name, address and telephone number of the landowner(s); (4) the total amount of money to be paid the landowner(s) for each easement or deed, specifying the Fernald NRD fund share and the non-Fernald NRD fund share of the purchase price; (5) the bank routing number and account number for the deposit location; (6) the acres to be acquired; (7) a copy of the easement or deed; (8) the title commitment or title report, and a copy of an American Land Title Association title insurance policy; (9) the Whole Farm Conservation Plan or equivalent document; and (10) the Site Baseline present condition report.

E. Grantee is not obligated to apply for supplemental funding. However, in the event that Grantee receives supplemental funds for the acquisition of an easement or deed for any property listed on Attachment A of this Agreement (either in advance of or following the acquisition of such easement or deed) from the United States Department of Agriculture, Natural Resource Conservation Service, or from any other mutually acceptable funding source, Grantee shall deposit such funds in Grantee’s Escrow Account, to be used for the purpose of acquiring easements or deeds, on behalf of Grantor, for other properties subsequently identified by Grantee and approved by Grantor, in accordance with this Agreement, any amendment hereof, or any subsequent applicable agreement between Grantor and Grantee, and for no other purposes.

VIII. EASEMENT REQUIREMENTS

The Grantee shall ensure that easements acquired under this Agreement contain the provisions set forth in the template Agricultural / Conservation Easement attached hereto as Attachment C and incorporated by reference herein.

IX. RESPONSIBILITIES

A. Grantor

1. The Grantor shall review the appraisal report obtained by the Grantee for each Property and, if acceptable, shall notify Grantee of Grantor’s approval of the
appraisal report.

2. The Grantor shall review the copy of the title commitment or title report obtained by the Grantee for each Property, to ensure that there are no interests or encumbrances that conflict with the easement for the Property.

3. The Grantor shall review the title insurance policy for each Property, to ensure that the landowner is listed as the insured on the policy and that the policy has been issued for an amount at least equal to the Fernald NRD funds to be provided by Grantor for the acquisition of the easement or deed.

4. The Grantor shall, subject to the availability of funds, disburse the appropriate funds to the Grantee in accordance with Sections IV, V and VII of this Agreement.

B. Grantee

1. The Grantee shall obtain an appraisal of each Property prior to the Grantor accepting an interest in the easement or deed for the Property. The appraisal shall be conducted by a certified general appraiser in accordance with the Uniform Standards of Professional Appraisal Practices. The Grantee shall be listed as the client and the Grantor shall be listed as a user in the appraisal report. The Grantee shall not allow the landowner to approve or disapprove the appraiser selected to conduct the appraisal and prepare the appraisal report. The completed appraisal report shall be provided to the Grantor at least ninety (90) days before the scheduled closing on the easement.

2. The Grantee shall ensure that the title to each Property shall be unencumbered or, if encumbered, that any interests or encumbrances do not conflict with, or are subordinated to, the easement for the Property. The Grantee shall provide to the Grantor a copy of the title commitment or title report at least ninety (90) days before the scheduled closing date. The Grantee shall ensure that proper title evidence is secured by an American Land Title Association title insurance policy for each Property, with the landowner listed as the insured on the policy and the policy issued for an amount at least equal to the Fernald NRD funds provided by Grantor for the acquisition of the easement or deed.

3. The Grantee shall perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid easements or deeds. The Grantee shall provide to Grantor a file-stamped copy of each recorded easement or deed.
4. The Grantee shall pay all costs of easement or deed procurement, using funds provided to Grantee by Grantor and, if applicable, by the United States.

5. The Grantee shall monitor each Property to ensure compliance with the requirements of the applicable easement or deed, in accordance with the Three Valley Conservation Trust program and this Agreement.

6. The Grantee shall submit to the Grantor an annual report on the status of each Property’s compliance with the requirements of the applicable easement or deed.

7. The Grantee shall conduct its business in a manner so as to protect the integrity of the easements which it acquires and holds, and shall avoid the appearance of impropriety as well as all conflicts of interest with respect to the easements or deeds acquired using Fernald NRD funds. The Grantee shall not use Fernald NRD funds to acquire an easement or deed on a property in which a Grantee board member or employee, or an immediate family member thereof, has a property interest.

X. DEPOSITORY, PAYMENT, ACCOUNT, WITHDRAWALS, EXPENSES AND REFUNDS

A. Depository

In furtherance of the implementation of this Agreement, the Grantee is hereby appointed the escrow agent and is therefore designated the recipient of the monies to be paid by the Grantor pursuant to this Agreement. The Grantee shall establish the Fernald NRD Fund Escrow Account (the “Escrow Account”) for funding the acquisition and/or preservation of each Property by the Grantee pursuant to this Agreement.

B. Payment

Upon Grantor’s review and approval of the appraisal report, the title commitment or title report, and the title insurance policy, and Grantor’s receipt of Grantee’s request for payment, Grantor shall make payment, in accordance with Sections V and VII of this Agreement, to the Grantee for deposit into the Escrow Account.

C. Account

Each Escrow Account shall be an interest-bearing account that shall: (i) earn interest at a rate as Grantor and Grantee shall mutually agree; (ii) designate the Grantee as the
owner of the Escrow Account; (iii) designate the Grantee as the beneficiary of the principal; and (iv) designate the Grantee as the beneficiary of any interest income derived from Grantor’s payment to the Escrow Account. To the extent the Grantee is authorized to invest funds in any instrument other than an interest-bearing account, savings certificate or certificate of deposit, such investment shall be only in direct obligations of the Federal Government, in obligations of agencies or insurers that are guaranteed by the Federal Government, or in a money market mutual fund consisting solely of such obligations. Any instrument shall be subject to redemption without penalty on or prior to the dates the funds will be needed by the Grantee.

D. Account Withdrawals

The Grantee, acting to fulfill its obligations under this Agreement, shall have the sole and unrestricted right to draw upon all or any part of the principal funds deposited in the Escrow Account.

E. Taxes, Fees and Administrative Expenses

The Grantee shall be responsible for payment of any taxes, fees and administrative expenses associated with the establishment and maintenance of the Escrow Account. The Grantor shall not be liable for any taxes, fees or administrative expenses associated with the Escrow Account. Any compensation or fees paid for managing the Escrow Account shall be as Grantor and Grantee may mutually agree, and shall be the responsibility of the Grantee. The Grantee shall not deduct monies from the principal escrow sum or any interest earned on Grantor’s contribution. Grantor shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Escrow Account.

F. Refund

In the event that this Agreement is terminated prior to expenditure of all of the Fernald NRD funds, the Grantee shall refund to the Grantor that amount of the Grantor’s contribution remaining in the Escrow Account at the time of the notice of the termination of this Agreement, together with any interest earned on Grantor’s contribution.

XI. ACCOUNT STATEMENTS, RECORDS AND ACCOUNTING

A. Account Statements
Account statements shall be submitted by the Grantee to the Grantor once each quarter, and shall identify deposits, disbursements and balances, and the dates thereof.

B. Records

The Grantee shall preserve for the duration of this Agreement and for a minimum of five (5) years after termination of this Agreement, all account statements, escrow documents and other records associated with this Agreement. The Grantor shall have the right, at reasonable times, to audit the Grantee’s financial records, and to take such other action as is necessary, to verify the accuracy of the records maintained hereunder.

C. Accounting

Upon expenditure by the Grantee of all of the Grantor’s Fernald NRD funds or upon the termination of this Agreement, whichever occurs first, the Grantee shall: (i) complete a full, final written accounting of the expenditure of such funds; (ii) submit a copy of such accounting to the Grantor for review and approval; and (iii) pay any remaining balance to the Grantor.

XII. PUBLIC INFORMATION

The Grantee shall cooperate and coordinate with Grantor in advance of the publication or distribution of any news release, brochure, fact sheet, etc. related to the acquisition of an easement or deed for a Property using Fernald NRD funds.

XIII. GENERAL PROVISIONS

A. The term of this Agreement shall be from the date of the signature of the Director of Ohio EPA, through June 30, 2013. At the Grantor’s discretion, this Agreement may be renewed for the next biennium, by executing a new agreement based on the same or modified terms and conditions of this Agreement.

B. No assignment shall be made of any right or obligation under this Agreement without the prior written approval of the Grantor and the Grantee.

C. This Agreement may be amended or modified by written amendment, signed by the authorized officials of the Grantor and the Grantee.
D. The following Articles of the July 12, 2011 contract between Ohio EPA and TVCT, a copy of which is attached hereto as Attachment D, are incorporated by reference herein, as is fully rewritten: III, Time of Performance; V, Certification of Funds; VI, Termination of Contractor’s Services; VII, Relationship of Parties; VIII, Record Keeping; IX, Related Agreements; X, Conflicts of Interest and Ethics Compliance; XI, Nondiscrimination of Employment; XII, Purchasing; XIII, Rights in Data and Copyrights / Public Use; XIV, Liability; XV, Compliance With Laws; XVI, Drug Free Workplace; XVII, Campaign Contributions; XVIII, Entire Agreement / Waiver; XIX, Notices; XX, Headings; XXI, Severability; XXII, Controlling Law; XXIII, Successors and Assigns; XXIV, Findings for Recovery; XXV, Debarment; XXVI, Prohibition on Performance of Services Offshore; Disclosure of Service Locations; XXVII, Declaration Regarding Material Assistance / Nonassistance to a Terrorist Organization; and XXVIII, Certification of Sweatshop-Free Production.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

THREE VALLEY CONSERVATION TRUST

By: ________________________________  ________________________________
    Larry Frimerman, Executive Director                  Date

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: ________________________________  ________________________________
    Scott J. Nally, Director                  Date

Attachments to Grant Agreement:

Attachment A: List of Potential Offers with Obligation of SFY 2012 and 2013 Funds
Attachment B: Template Agricultural / Conservation Easement
Attachment C: July 12, 2011 Contract Between Ohio EPA and TVCT
## Attachment A

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<th>Name/Mailing Address of Landowner</th>
<th>Address</th>
<th>Appraised Easement Value</th>
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<th>Potential NRD Fund Contribution</th>
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