

**Christ the King vs Clfd Co Board of Assess
2006-974-CD**

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 2006-974-59

Type of Case: Real Estate Tax Exemption Appeal

Christ the King Manor, Inc.
Plaintiff

Type of Pleading: Initial Pleading

vs.

Filed on Behalf of:
Christ the King Manor, Inc.
Plaintiff

Clearfield County Board of
Assessment Appeals,
Defendant

Counsel of Record for this Party:

Donald R. Reavey, Esquire
Supreme Court Number: 82498
Capozzi and Associates, PC
2933 North Front Street
Harrisburg, PA 17110
Phone: 717.233.4101

Date: June 19, 2006

FILED *Fm*

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William A. Shaw
Prothonotary/Clerk of Courts
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CAPOZZI & ASSOCIATES, P.C.

Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff	:	CIVIL ACTION
v.	:	NO.
THE CLEARFIELD COUNTY BOARD OF ASSESSMENT	:	
Respondents/Defendants	:	

**APPEAL FROM THE DECISION OF THE CLEARFIELD COUNTY
BOARD OF ASSESSMENT AND REVISION OF TAXES AND
PETITION FOR EXEMPTION FROM REAL ESTATE TAXES**

AND NOW, comes Appellant, Christ the King Manor, Inc. (hereinafter
“Petitioner” or “Christ the King”), by and through its attorney, Donald R. Reavey,
Esquire of Capozzi & Associates P.C., and sets forth the following *de novo* Appeal
from the decision of the Clearfield County Board of Assessment Appeals and Petition
for Exemption from Real Estate Taxes:

1. Christ the King is a not for profit corporation duly organized and existing under
the provisions of 15 Pa.C.S.A. § 5301 et seq. with a business address of 1100
West Long Ave., Du Bois, Pennsylvania, 15801.

2. Respondent is the Clearfield County Board of Assessment Appeals, Clearfield County, Pennsylvania with a business address of 230 East Market Street, Clearfield, Pennsylvania, 16830. (hereinafter “the Board”).
3. The Board is the entity or agency of Clearfield County responsible for establishing the assessed value or exempt status of real estate.
4. On April 24, 2006, the Board met to consider Christ the King’s application for exemption from real estate taxes on the parcels identified in the decision of the Board dated May 17, 2006. These parcels are incorporated and identified herein by reference. A True and correct copies of the letter denying tax exemption received by the Petitioner are attached hereto as Exhibit “1.”
5. Christ the King hereby appeals all denials of exempt status related to the parcels enumerated in the May 17, 2006 denial of the Board. The May 17, 2006 denial related to 2006 real estate taxes. This is the case because a real estate assessment appeal involves an appeal of a decision the Board makes yearly in creating its tax rolls. Upon information and belief, the Board had not completed the tax rolls for tax year 2007 by the time of the April 24, 2006 hearing.
6. Christ the King operates a Continuing Care Retirement Community (hereinafter “CCRC”) duly licensed by the Department of Insurance. Christ the King’s CCRC consists of a continuum of care based on a resident’s physical condition beginning with independent living residential apartments, an assisted living facility, and a nursing facility. The admissions agreements for each level of care suggest that once a resident is admitted, the other levels of care offered by Christ the King will be available to them, when needed, regardless of ability to pay. Christ the King has not discharged a resident due solely to inability to pay.

7. Christ the King accepts payments from its residents upon entrance to the community, those payments do not completely defray the costs of their stay. Christ the King also receives payments from third-party and governmental sources including Medicare, and Medicaid. Medicaid payments do not defray the costs of those residents' stay and the shortfalls realized make up a significant portion of the charity care it provides to its residents.
8. Christ the King provides a full range of skilled nursing care to a substantial portion of its residents who receive only Medical Assistance, a government-sponsored program established for the indigent, whose rates are substantially below the actual cost of providing such services. In addition, Christ the King provides assisted living services to a substantial portion of residents who receive only Social Security or aid under other government-sponsored programs, and provides housing and related services to residents of the CCRC, which, in some cases, is below cost or provided at no cost. In addition, as part of its charity to the community, Christ the King also offers independent living units to elderly individuals at below the cost of providing care. Christ the King's skilled nursing facility, and assisted living facility are currently considered to be exempt from real estate taxes by the Clearfield County assessors office and such decisions were the result of appeals taken by Christ the King. As such, Christ the King is already considered to be a purely public charity by the Board.
9. Christ the King is a nonprofit, charitable organization qualifying for exemption from Federal tax as a charity under the Internal Revenue Code, I.R.C. § 501(c)(3). Christ the King accepts all applicants for residence without discrimination as to race, creed, or religion.

10. As an organization exempt from Federal income and other taxes, Christ the King files with the IRS each year a Form 990, which sets forth its charitable service revenues, donations and expenses, as well as other information pertinent to its tax-exempt, charitable mission.
11. Appellant prepares financial statements for its CCRC in accordance with Generally Accepted Accounting Principles and the requirements of the Institutions of Purely Public Charity Act, Act 55 of November 26, 1997, 10 P.S. § 371 *et seq.* (hereinafter "Act 55"). These financial statements are audited by an independent public accounting firm whose results are published.
12. Christ the King possesses a valid exemption from tax imposed by Article II of the Act of March 4, 1971 (P.L. 6, No. 2) known as the Tax Reform Code of 1971 also known as a Sales and Use Tax Exemption from the Pennsylvania Department of Revenue.
13. Christ the King is a nonprofit corporation duly organized and existing under the provisions of 15 Pa.C.S.A. § 5301 *et seq.*
14. Pursuant to the Solicitation of Funds for Charitable Purposes Act, 10 P.S. Section 161.2 *et seq.* (the "Solicitation Act"), the Pennsylvania Department of State, Bureau of Charitable Organizations, has issued to Christ the King a Certificate of Registration (the "Certificate of Registration"), authorizing Christ the King to solicit charitable contributions under the Solicitation Act. Christ the King does solicit and receive charitable contributions.
15. As set forth in the Articles of Incorporation, Appellant is organized on a non-profit basis, "to provide housing for elderly persons in a nonsectarian, nondiscriminatory basis and without profit to the corporation."

16. The County is obligated to provide care and housing for indigent individuals qualifying for Medicaid. If Christ the King were not providing services to these indigent residents, the burden would fall to the County to care for these individuals.
17. As a tax-exempt organization qualified under Section 501(c)(3) of the IRC, Christ the King operates entirely free from private profit motive, and Christ the King's Articles of Incorporation contain specific restrictions on private inurement, including that no portion of the income of Christ the King is to be paid to any individual and that, upon dissolution, any net assets will be transferred to another charitable institution.
18. Once a resident is admitted to Christ the King, it is its policy that no resident will be discharged solely due to inability to pay.
19. Many members of the community provide volunteer services to Christ the King which amount to charitable contributions to Christ the King.
20. Christ the King's CCRC, at the time of the filing of the instant Appeal, enjoy tax exemption in Clearfield County except for the parcels at issue in the instant Appeal.

COUNT I

CHRIST THE KING MEETS THE ACTUAL AND REGULAR USE TEST OF THE PENNSYLVANIA CONSTITUTION AND ACT 55

21. The averments of paragraphs 1 through 20 are incorporated herein by reference as if set forth at length herein.

22. The skilled nursing facility and the assisted living facility of Christ the King are, at the time of filing the instant Appeal, recognized by the Board of Assessment and the County Assessors Office as being tax exempt. These parcels of real estate were declared exempt as a result of appeals heard before the Board. They were declared exempt on the basis that Christ the King is a purely public charity.

Accordingly, the Board and the County recognize Christ the King as a purely public charity.

23. In the event that this Honorable Court cannot decide Christ the King's status as a purely public charity based only on the assertion made in the paragraph above, Christ the King's skilled nursing facility, examined in isolation, meets the requirements of the Pennsylvania Constitution, the General County Assessment Law, the HUP test and Act 55 as outlined in Count II, below. Therefore, on this basis Christ the King should be considered a purely public charity.

24. Once it is determined that Christ the King is a purely public charity, the proper test to apply to any remaining parcels of land owned by it is the actually and regularly used test provided for in the Pennsylvania Constitution and Act 55.

25. Article VIII, Section 2(a)(v) of the 1968 Pennsylvania Constitution grants the authority to the General Assembly to exempt from taxation institutions of purely public charity as follows:

(a) The General Assembly may exempt from taxation:

(v) institutions of purely public charity, but in the case of real property tax exemptions only that portion of real property of such institution which is actually and regularly used for the purposes of the institution

Act 55 mirrors the Constitutional test where it provides:

Nothing in this act shall affect, impair or hinder the responsibilities or prerogatives of the political subdivision responsible for maintaining real property assessment rolls to make a determination whether a parcel of property or a portion of a parcel of property is being used to advance a charitable purpose of an institution of purely public charity or to assess the parcel or part of the parcel of property as taxable based on the use of the parcel or part of the parcel for the purposes other than the charitable purpose of that institution.

10 P.S. § 375(h).

26. All parcels of real estate owned by Christ the King, and especially its independent living units, at issue here, are actually and regularly used for the purposes of the institution.
27. Caring for the elderly at Christ the King's independent living level of care is done in accordance and in furtherance of its stated mission of providing housing for the elderly persons in a nonsectarian, nondiscriminatory basis.
28. Furthermore, by recognizing that Christ the King fits the definition of Continuing Care as defined in the Continuing-Care Provider Regulation and Disclosure Act (hereinafter "CCRC Act"), the Department of Insurance has determined that all levels of care offered by Christ the King are in furtherance of its corporate mission.
29. As a licensed CCRC all levels of care offered by Christ the King are inseparable and must and are actually and regularly used for the purposes of the institution.

WHEREFORE, Appellant, respectfully requests this Honorable Court determine that Appellant is a "purely public charity" exempt from all real estate taxes and other charges, including, without limitation, county, township and school taxes, on all portions of the Property, including its nursing homes, assisted living facilities, and independent living facilities. In addition, the Appellant respectfully requests that

a refund issue on account of real estate taxes already paid during the pendency of the instant Appeal, and the underlying Appeal before the Board, including real estate taxes paid in 2006.

COUNT II

THE CCRC, AS A WHOLE, ARE EXEMPT FROM REAL ESTATE TAXES AS A PURELY PUBLIC CHARITY

30. The averments of paragraphs 1 through 29 are incorporated herein by reference as if set forth at length herein.
31. Christ the King as a whole is a purely public charity as defined by Pa. Const. Art. VIII, § 2(a)(v), which grants the Pennsylvania Legislature the power to exempt from taxation "institutions of purely public charity."
32. Christ the King as a whole is a purely public charity as defined by the General County Assessment Law, 72 P.S. § 5020-204(a)(3) (the "General County Assessment Law"), which provides that "[a]ll . . . institutions of learning, benevolence, or charity . . . with the grounds thereto annexed and necessary for the occupancy and enjoyment of the same, founded, endowed and maintained by public or private charity" are exempt from all county, city, borough, town, township, road, poor and school taxes.
33. Christ the King as a whole meets the five criteria for determining whether an entity is a "purely public charity" as set forth in the decision of the Supreme Court of Pennsylvania in Hospital Utilization Project v. Commonwealth, 507 Pa. 1, 487 A.2d 1306 (1985)(the "HUP" decision) as follows:
 - a. Christ the King advances a charitable purpose;

- b. Christ the King donates or renders gratuitously a substantial portion of its services;
- c. Christ the King's services benefit a substantial and indefinite class of persons who are legitimate subjects of charity;
- d. Christ the King relieves the government of some of its burden;
- e. Christ the King operates entirely free from private profit motive.

34. Christ the King as a whole meets the requirements of Act 55 sufficiently to qualify for real estate tax exemption.

35. In particular, but not limited to, Christ the King as a whole meets the five criteria for determining whether an entity is a "purely public charity" as set forth in Section 5 of Act 55, 10 P.S. § 375 as follows:

- a. Christ the King advances a charitable purpose pursuant to 10 P.S. § 375(b);
- b. Christ the King operates entirely free from private profit motive pursuant to 10 P.S. § 375(c);
- c. Christ the King meets the community service criteria of 10 P.S. § 375(d) in that it, *inter alia*, donates or renders gratuitously a substantial portion of its services;
- d. Christ the King meets the charity to persons requirements of 10 P.S. § 375(e) because it, *inter alia*, benefits a substantial and indefinite class of persons who are legitimate subjects of charity;
- e. Christ the King meets the government service criteria of 10 P.S. § 375(f) because it, *inter alia*, relieves the government of some of its burden.

WHEREFORE, Appellant, respectfully requests this Honorable Court determine that Appellant is a "purely public charity" exempt from all real estate taxes and other charges, including, without limitation, county, township and school taxes, on all portions of the Property, including its nursing homes, assisted living facilities, and

independent living facilities. In addition, the Appellant respectfully requests that a refund issue on account of real estate taxes already paid during the pendency of the instant Appeal, and the underlying Appeal before the Board, including real estate taxes paid in 2006.

COUNT III

THE INDEPENDENT LIVING UNITS EXAMINED IN ISOLATION MEET THE REQUIREMENT OF HUP AND ACT 55

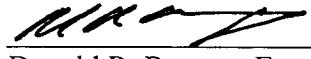
36. The averments of paragraphs 1 through 35 are incorporated herein by reference as if set forth at length herein.
37. It is the intention of Christ the King to subsidize and provide charity care to the elderly in its independent living level of care.
38. Christ the King has purposely kept the fees charged its residents at the independent living level of care below the cost of providing care.
39. This is in accordance with Christ the King's mission in providing charity to all.
40. Examining the finances of Christ the King's independent living units in isolation, the requirements of Act 55 and HUP are still met. These requirements are discussed in more detail in Count II, above and are incorporated herein by reference.

WHEREFORE, Appellant, respectfully requests this Honorable Court determine that Appellant is a "purely public charity" exempt from all real estate taxes and other charges, including, without limitation, county, township and school taxes, on all portions of the Property, including its nursing homes, assisted living facilities, and independent living facilities. In addition, the Appellant respectfully requests that a

refund issue on account of real estate taxes already paid during the pendency of the instant Appeal, and the underlying Appeal before the Board, including real estate taxes paid in 2006.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 6/17/06

By: 
Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101
Attorneys for Christ the King Inc

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

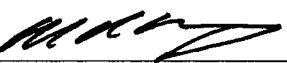
Petitioner/Plaintiff	:	CIVIL ACTION
v.	:	NO.
THE CLEARFIELD COUNTY BOARD OF ASSESSMENT	:	
Respondents/Defendants	:	

VERIFICATION

I, Donald R. Reavey, hereby verify that I am an attorney for the Plaintiff. I have sufficient knowledge or information based upon investigation into this matter by my client, to make this verification. In addition, my client is currently unavailable which hinders the timely filing of this appeal. I hereby verify that the statements in the foregoing Appeal and/or Petition are true and correct to the best of my knowledge, information, and belief. I understand that false statements contained herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relative to unsworn falsification to authorities.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 6/19/06

By: 
Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

**Clearfield County Assessment Office
BOARD OF ASSESSMENT APPEALS**



1184 J. G. HARRIS

230 EAST MARKET STREET
SUITE 117
Clearfield, Pennsylvania 16830

TELEPHONE (814) 765-2641
FAX (814) 765-2640
Email- cctax@clearfieldco.org

Christ the King Manor, Inc.
1100 West Long Avenue
DuBois PA 15801

**NOTICE OF BOARD ACTION ON APPEALS
FROM 2006 REAL ESTATE ASSESSMENT**

Appellant Name	:	Christ the King, Inc.	
Person Appearing	:	Samuel Zaffuto et al	
Location	:	Sandy Township	
Map #	:	See Attached	
Property Identification	:	See Attached	
Original 2006	market valuation	:	See Attached
Original 2006	assessed valuation	:	See Attached
Date of appeal hearing	:	April 24, 2006	

Dear Property Owner:

The Clearfield County Board of Assessment Appeals, having considered your appeal, has made an Order with reference to your 2006 real estate assessment as follows:

Original 2006 Market value affirmed, without change.
Original 2006 Assessed value affirmed, without change.

Dated: May 17, 2006

Sincerely,

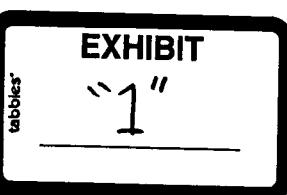
Clearfield County Board of
Assessment Appeals

Rita
Rita P. P.

Rita D. Bass

J. Carl Ogden

Jack Green



1280 97364	1599	B03-446-0004-DW-28	Land Value	21.00	280.40	286.13	314.74
CHRIST THE KING MANOR, INC	H		TOWNSHIP	8.00	106.82	109.00	119.90
1100 WEST LONG AVENUE		211 KINGDOM OF DAY & NIGHT	LIBRARY	0.50	6.68	6.81	7.49
DUBOIS PA 15801	Acreage:	Deed Ref:	FIRE DPT	2.00	26.71	27.25	29.98
			<--Total-->				\$
1280 77360	1600	B03-446-00001	Land Value	21.00	32.93	33.60	36.96
CHRIST THE KING MANOR, INC.	743 A		TOWNSHIP	8.00	12.54	12.80	14.08
1100 WEST LONG AVE			LIBRARY	0.50	0.78	0.80	0.88
DUBOIS PA 15801	Acreage:	7430	Deed Ref:	189903471	FIRE DPT	2.00	3.20
			<--Total-->				\$
1280 94857	1601	A02-451-00006	Land Value	21.00	71.52	72.98	80.27
CHRIST THE KING MANOR, INC.	46.47 A		TOWNSHIP	8.00	27.24	27.80	30.58
1100 WEST LONG AVENUE			LIBRARY	0.50	1.70	1.74	1.91
DUBOIS PA 15801	Acreage:	46.470	Deed Ref:	202508064	FIRE DPT	2.00	6.81
			<--Total-->				\$
1280 96984	1602	B03-446-00004	Land Value	21.00	507.30	517.65	569.42
CHRIST THE KING MANOR, INC.	21.05 A		TOWNSHIP	8.00	193.26	197.20	216.92
1100 W LONG AVE			LIBRARY	0.50	12.08	12.33	13.56
DUBOIS PA 15801	Acreage:	21.050	Deed Ref:	1804-0524	FIRE DPT	2.00	49.31
			<--Total-->				\$

Cleарfield County - SANDY TOWNSHIP Tax Duplicate - 2006

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006									
Ref#	Owner	Address	Acres	Deed Ref#	Tax Description	Mileage	Discount	Face	Penalty
1280 97295	CHRIST THE KING MANOR, INC.	H (7 COTTAGE LANE)	1603	B03-446-00004-DW-08	Land Value 0 Bldg Value 11,750	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 92.12 5.76 23.03	241.82 94.00 5.88 23.50	271.43 103.40 6.46 25.85 \$
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97296	CHRIST THE KING MANOR, INC.	H (8 COTTAGE LANE)	1604	B03-446-00004-DW-09	Land Value 0 Bldg Value 10,225	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 20.04	214.73 80.16 5.01 20.45	236.20 89.98 5.62 22.49 \$
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97297	CHRIST THE KING MANOR, INC.	H (11 COTTAGE LANE)	1605	B03-446-00004-DW-10	Land Value 0 Bldg Value 13,425	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 26.31	276.29 105.25 6.58 26.85	281.93 107.40 6.71 26.85
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97298	CHRIST THE KING MANOR, INC.	H (16 COTTAGE LANE)	1606	B03-446-00004-DW-14	Land Value 0 Bldg Value 13,200	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 25.87	271.66 103.49 6.47 25.87	277.20 105.60 6.60 26.40
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97299	CHRIST THE KING MANOR, INC.	H (744 CREATION DRIVE)	1607	B03-446-00004-DW-15	Land Value 0 Bldg Value 11,375	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 22.30	234.10 89.18 5.57 22.30	238.88 91.00 5.69 22.75
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97300	CHRIST THE KING MANOR, INC.	H (607 KINGDOM OF MANKIND)	1608	B03-446-00004-DW-18	Land Value 0 Bldg Value 10,225	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 20.04	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97301	CHRIST THE KING MANOR, INC.	H (609 KINGDOM OF MANKIND)	1609	B03-446-00004-DW-19	Land Value 0 Bldg Value 10,225	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 20.04	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97302	CHRIST THE KING MANOR, INC.	H (8 COTTAGE LANE)	1610	B03-446-00004-DW-12	Land Value 0 Bldg Value 10,225	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 20.04	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45
		Acres:		Deed Ref#:		<--Total-->			REF: 4
1280 97303	CHRIST THE KING MANOR, INC.	H (702 CREATION DR.)	1611	B03-446-00004-DW-22	Land Value 0 Bldg Value 14,575	County TOWNSHIP LIBRARY FIRE DPT 2.00	21.00 8.00 0.50 20.45	299.95 114.27 7.14 28.57	306.08 116.60 7.29 29.15
		Acres:		Deed Ref#:		<--Total-->			REF: 4

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006									
					Tax Description	Mileage	Discount	Face	
					Land Value	County TOWNSHIP LIBRARY FIRE DPT		284.55	
1280 97916	H	1612			803-446-00004-DW-11	21.00	278.86	313.01	
CHRIST THE KING MANOR, INC.					Bldg Value	8.00	106.23	119.24	
1100 WEST LONG AVENUE					Bldg Value	0.50	6.64	7.45	
DUBOIS PA 15801					Bldg Value	13.550	26.56	27.10	
						<-Total-->		29.81	\$
1280 97317	H	1613			803-446-00004-DW-33	Land Value	0	280.40	
CHRIST THE KING MANOR, INC.					Land Value	21.00	286.13	314.74	
1100 WEST LONG AVENUE					Land Value	8.00	106.82	119.90	
DUBOIS PA 15801					Land Value	0.50	6.68	7.49	
					Land Value	13.625	26.71	27.25	
						<-Total-->		29.98	\$
1280 97318	H	1614			803-446-00004-DW-31	Land Value	0	255.19	
CHRIST THE KING MANOR, INC.					Land Value	21.00	260.40	286.44	
1100 WEST LONG AVENUE					Land Value	8.00	97.22	109.12	
DUBOIS PA 15801					Land Value	0.50	6.08	6.82	
					Land Value	12.400	24.30	24.80	
						<-Total-->		27.28	\$
1280 97362	H	1615			803-446-00004-DW-01	Land Value	0	239.24	
CHRIST THE KING MANOR, INC.					Land Value	21.00	244.13	268.54	
1100 WEST LONG AVENUE					Land Value	8.00	91.14	102.30	
DUBOIS PA 15801					Land Value	0.50	5.70	6.39	
					Land Value	11.625	22.79	23.25	
						<-Total-->		25.58	\$
1280 97363	H	1616			803-446-00004-DW-13	Land Value	0	299.95	
CHRIST THE KING MANOR, INC.					Land Value	21.00	306.08	336.68	
1100 WEST LONG AVENUE					Land Value	8.00	114.27	128.26	
DUBOIS PA 15801					Land Value	0.50	7.14	8.02	
					Land Value	14.575	28.57	29.15	
						<-Total-->		32.07	\$
1280 97365	H	1617			803-446-00004-DW-29	Land Value	0	241.82	
CHRIST THE KING MANOR, INC.					Land Value	21.00	246.75	271.43	
1100 WEST LONG AVENUE					Land Value	8.00	92.12	103.40	
DUBOIS PA 15801					Land Value	0.50	5.76	6.46	
					Land Value	11.750	23.03	23.50	
						<-Total-->		25.85	\$
1280 97366	H	1618			803-446-00004-DW-34	Land Value	0	293.78	
CHRIST THE KING MANOR, INC.					Land Value	21.00	299.78	329.75	
1100 WEST LONG AVENUE					Land Value	8.00	111.92	125.62	
DUBOIS PA 15801					Land Value	0.50	6.99	7.85	
					Land Value	14.275	27.98	28.55	
						<-Total-->		31.41	\$
1280 97367	H	1619			803-446-00004-DW-35	Land Value	0	293.78	
CHRIST THE KING MANOR, INC.					Land Value	21.00	299.78	329.75	
1100 WEST LONG AVENUE					Land Value	8.00	111.92	125.62	
DUBOIS PA 15801					Land Value	0.50	6.99	7.85	
					Land Value	14.275	27.98	28.55	
						<-Total-->		31.41	\$
1280 97368	H	1620			803-446-00004-DW-41	Land Value	0	280.40	
CHRIST THE KING MANOR, INC.					Land Value	21.00	286.13	314.74	
1100 WEST LONG AVENUE					Land Value	8.00	106.82	119.90	
DUBOIS PA 15801					Land Value	0.50	6.68	7.49	
					Land Value	13.625	26.71	27.25	
						<-Total-->		29.98	\$

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006					Date																																			
Acres:	Block:	Lot:	Deed Ref:	Address:																																				
1280 97431	1630	H	B03-446-00084-DW-47	CHRIST THE KING MANOR, INC. 602 XINGDOM OF MANKIND 1100 WEST LONG AVENUE DUBOIS PA 15801	<table border="1"> <thead> <tr> <th>Land Value</th> <th>County</th> <th>TOWNSHIP</th> <th>Mileage</th> <th>Discount</th> <th>Face</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Bldg Value</td> <td>8.00</td> <td>TOWNSHIP</td> <td>21.00</td> <td>296.87</td> <td>302.93</td> <td>333.22</td> </tr> <tr> <td>0</td> <td>0.50</td> <td>LIBRARY</td> <td>113.09</td> <td>115.40</td> <td>126.94</td> <td></td> </tr> <tr> <td>14,425</td> <td>2.00</td> <td>FIRE DPT</td> <td>7.07</td> <td>7.21</td> <td>7.93</td> <td></td> </tr> <tr> <td></td> <td></td> <td><-Total-></td> <td>28.27</td> <td>28.85</td> <td>31.74</td> <td>\$</td> </tr> </tbody> </table>	Land Value	County	TOWNSHIP	Mileage	Discount	Face	Penalty	Bldg Value	8.00	TOWNSHIP	21.00	296.87	302.93	333.22	0	0.50	LIBRARY	113.09	115.40	126.94		14,425	2.00	FIRE DPT	7.07	7.21	7.93				<-Total->	28.27	28.85	31.74	\$
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CAPOZZI & ASSOCIATES, P.C.

Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff : **CIVIL ACTION**

v. : **NO.**

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

Respondents/Defendants : :

CERTIFICATE OF SERVICE

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 19th day of June 2006, serve a copy of the Appeal from the Decision of the Clearfield County Board of Assessment and Revision of Taxes and Petition for Exemption From Real Estate Taxes, upon the persons indicated below via First Class U.S. Mail:

Clearfield County Board of Assessment Appeal
230 East Market Street
Suite 117
Clearfield, PA 16830



Karen L. Fisher, Paralegal
Capozzi and Associates, PC
2933 North Front St
Harrisburg, PA 17110
717.233.4101

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101646
NO: 06-974-CD
SERVICE # 1 OF 1
APPEAL FROM THE DECISION

PLAINTIFF: CHRIST THE KING MANOR, INC.
vs.
DEFENDANT: CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS

SHERIFF RETURN

NOW, July 18, 2006 AT 1:00 PM SERVED THE WITHIN APPEAL FROM THE DECISION ON CLEARFIELD COUNTY ASSESSMENT OFFICE DEFENDANT AT 230 EAST MARKET ST., SUITE 117, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CATHERINE VASBINDER, DATA PROCESSOR A TRUE AND ATTESTED COPY OF THE ORIGINAL APPEAL FROM THE DECISION AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	CAPOZZI	16797	10.00
SHERIFF HAWKINS	CAPOZZI	16797	19.39

FILED
92:30 am
JUL 21 2006
(Signature)

Sworn to Before Me This

So Answers,

William A. Shaw
Prothonotary/Clerk of Courts

____ Day of _____ 2006

Chester A. Hawkins
By: Marilyn Hamer
Chester A. Hawkins
Sheriff

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants

FILED
MILLION
JUL 15 2008
W.A. Shaw
Prothonotary/Clerk of Courts

**CONTRIBUTION IN LIEU OF REAL ESTATE TAXES
AGREEMENT OF SETTLEMENT**

MADE THIS 14th day of July 14th, 2008, by and between
CHRIST THE KING MANOR, INC., a Pennsylvania Non-Profit Corporation (hereinafter
"CTK") and the DUBOIS AREA SCHOOL DISTRICT (hereinafter "DASD"), SANDY
TOWNSHIP ("Township"), CLEARFIELD COUNTY (hereinafter "County"), and the
CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS (hereinafter "Board"),
or collectively, excluding the Board and CTK, ("Taxing Jurisdictions") or individually,
excluding the Board and CTK, ("Taxing Jurisdiction") and CTK and Taxing Jurisdictions,
including the Board, will be referred to collectively as the ("Parties") or individually as a
("Party").

WITNESSETH:

WHEREAS, CTK filed an Application for Exemption from Real Estate Taxation

regarding its independent living cottages to the Board in March of 2006 for the 2006 Tax Year. The decision from this Appeal before the Board was then later appealed to the Clearfield County Court of Common Pleas in the above captioned matter. A true and correct copy of the initial Appeal filed before the Court of Common Pleas docketed as 2006-974-CD is attached hereto and will be referred to hereafter as ("2006 Appeal"). The 2006 Appeal correctly identifies the parcels of real estate at issue for the 2006 Tax Year;

WHEREAS, on or about August 31, 2007, CTK filed an additional Tax Exemption Appeal with the Board which identified all parcels identified in the 2006 Appeal and additional parcels of real estate on which additional cottages were constructed after the 2006 Appeal was filed (hereinafter "2007 Appeal"). A hearing was held on the 2007 Appeal on October 15, 2007 and a decision is pending currently from the Board. A true and correct copy of the 2007 Appeal is attached hereto. All real estate parcels identified in the 2006 Appeal and the 2007 Appeal including any parcels of real estate on which independent living cottages are constructed not otherwise identified in the 2006 Appeal or the 2007 Appeal shall hereinafter be referred to as (the "Property");

WHEREAS, the Parties have a genuine good faith dispute as to whether the Property should be placed in the exempt classification or should remain in the taxable classification, and desire to resolve said dispute in an amicable manner, without the necessity of litigating the matter.

NOW THEREFORE, in consideration of the foregoing promises which are hereby incorporated by reference, and intending to be legally bound hereby, the Parties covenant and agree as follows (hereinafter this "Agreement"):

1. The Parties agree that the Property shall be placed in the exempt

classification by the Board beginning in tax year 2006 and subsequent years and that the Property shall remain in the exempt classification during the effective period of this Agreement and upon the termination of this Agreement, subject to the terms of paragraph 2, below.

2. This Agreement shall remain effective until either Party decides to terminate the Agreement by sending written notice to each other affected Party. Said notice shall be submitted in writing by certified mail, return receipt requested. Upon termination of this Agreement, the Party or Parties shall have the option of entering into any other agreement acceptable to the Party or Parties, and any Taxing Authority can challenge the exempt status of the Plaintiff's property, including filing an exemption or assessment appeal before the Board of Assessment. All Parties agree that this Agreement shall not be terminated unless there has been a material change in the laws of the Commonwealth respecting real estate tax exemption.

3. Beginning in Tax Year 2008, which for the 2008/2009 School District tax year shall be from the period beginning July 1, 2008 through June 30, 2009 and future years and for the County and Township tax year which shall be for the tax period from January 1, 2008 through December 31, 2008 and future years, CTK shall pay to each of the Taxing Jurisdictions a sum equal to twenty-five percent (25%) of the real estate taxes as a payment for municipal services that would be due and owing to the Taxing Jurisdictions in the event that the applicable Property had been placed in the taxable classification for the year then under consideration. Said payments shall be made each calendar year within thirty (30) days of the issuance of an invoice by the Taxing Jurisdictions to CTK, and, in the event said payments are not made in a timely manner,

interest and penalty shall begin to accrue on the thirty-first (31st) day after the issuance of said invoice at the rates then in effect in the Taxing Jurisdictions.

4. The refund due and owing to CTK from the 2006/2007 School District tax year being the period from July 1, 2006 through June 30, 2007 to the present is the amount of \$81,955.92, and the amount of the refund due and owing for the County, including Library Tax, and Township, including Fire Tax, beginning in Tax Year 2006, being the period from January 1, 2006 to December 31, 2006 to the present is the amount of \$21,204.89 and \$10,242.88 respectively, totaling \$113,403.69. CTK agrees to waive half of the amount due and owing as a refund and accept credits from each Taxing Jurisdiction in the amount of \$56,701.84 towards their future tax liability. This tax credit will be applied to the amounts invoiced by the Taxing Jurisdictions pursuant to paragraph 3, above, until the refund is satisfied.

5. In consideration of CTK's undertakings herein, the Taxing Jurisdictions covenant not to levy, assess, attempt to collect real estate taxes, or seek to appeal the taxable status from or relating to the Property or any property owned by CTK which shall include its skilled nursing facility, which is currently exempt, assisted living facility, which is currently exempt, and independent living units, for the effective period of this Agreement as described in and subject to paragraph 2, above, and except as set forth in Paragraph 3, above.

6. CTK anticipates the construction of new independent living units in the future. New construction shall be governed by this Agreement. All newly constructed independent living units shall be classified as exempt by the Board but the Clearfield County Assessment Office will determine an assessed value and issue a notice of the

assessed value to the Parties with rights of appeal. Any Party may challenge the assessed value by filing an Appeal with the Board as contemplated by the Fourth through Eighth Class County Assessment Law, however, the filing of an appeal in the event of new construction will have no impact on this Agreement or the fact that the Board is bound to keep new construction in the exempt classification, instead, an Appeal is intended to be a fair tool for setting a proper assessed value for purposes of this Agreement and in the event this Agreement is terminated according to its terms.

7. Upon the sale or other conveyance of the Properties, except in connection with a sale or a merger with another non-profit entity who would use the property in a materially identical fashion to its current use, this Agreement shall automatically terminate as to the Properties that are sold and the Taxing Jurisdictions shall have the right to retain all payments theretofore made under this Agreement. In addition, the County shall have the right to review the use of the property to determine its tax status.

8. The Taxing Jurisdictions reserve the right to terminate this Agreement, at any time, without the necessity of a material change in the law as required by paragraph 2, above, if the use of property changes materially from its current use. Examples of a material change in use would be, but not limited to, the operation of a for profit nursing home or an operation other than that of a continuing care retirement community (CCRC), a skilled nursing home, assisted living residence, and/or independent living residence for the elderly.

9. In the event this Agreement is terminated the tax credits issued in the amount of \$56,701.84 pursuant to paragraph 3, above, less any amounts already applied as a 25% payment pursuant to paragraph 3, above, will survive this Agreement and will

not extinguish, and, therefore, may be applied to future tax liability, if any.

10. This Agreement should not be construed as an admission against the Parties hereto of the exempt status or the non-exempt status of the Properties owned by CTK.

11. This Agreement contains the entire understanding of the Parties and there are no other undertakings, covenants or conditions relating to the subject matter hereof.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. The Parties agree that this Agreement shall be filed with the Court and a Court Order will be sought substantially in the form attached hereto approving this Agreement, binding the Parties to its terms, dismissing the 2006 Appeal and the 2007 Appeal except that the Court shall retain jurisdiction over the enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first written above.

ATTEST:


Secretary Karen L. Fisher

CHRIST THE KING MANOR, INC.,


BY: Donald R. Reavey, Esq.

ATTEST:

DUBOIS AREA SCHOOL DISTRICT

Lynh N. Lovett
Secretary

Tom T. Bennett
BY:

ATTEST:

L. M. M. d.
Secretary

CLEARFIELD COUNTY

BY:

J. W. M.

ATTEST:

CLEARFIELD COUNTY BOARD OF
ASSESSMENT APPEALS

Mary Anne Jackson
Secretary

Jack D. Lee
BY:

ATTEST:

Barbara D. Hopkins
Secretary

SANDY TOWNSHIP

Beth G. Bond
BY:

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

Respondents/Defendants

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement filed in this matter, and it appearing that the parties have agreed to its adoption and enforcement by this Court, it is hereby Ordered as follows:

1. The Contribution in Lieu of Real Estate Taxes Agreement of Settlement is adopted as an Order of the Court and the Parties are bound by its terms.
2. This matter is discontinued and ended.
3. The Court shall retain jurisdiction over the enforcement and interpretation of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

So Ordered by the Court,

J.

CAPOZZI & ASSOCIATES, P.C.
Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

Attorneys for Petitioners,
Christ the King Manor, Inc.

FILED NOCC
M 11/19/08
JUL 25 2008
William A. Shaw
Prothonotary/Clerk of Courts
SJC

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff : **CIVIL ACTION**

v. : **NO.2006-974-CD**

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

Respondents/Defendants :

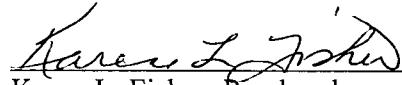
CERTIFICATE OF SERVICE

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 23rd day of July 2008, serve a copy of the July 18th Order of Court, upon the persons indicated below via First Class U.S. Mail:

R. Edward Ferraro, Solicitor
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Dubois Area School District

Kim Kesner, Esquire
Belin, Kubista, and Ryan
15 N. Front Street
Clearfield, PA 16830
Solicitor, Clearfield County Board of
Assessment Appeals and Clearfield County

Gregory M. Kruk, Esquire
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Sandy Township



Karen L. Fisher
Karen L. Fisher, Paralegal
Capozzi and Associates, PC
2933 North Front St
Harrisburg, PA 17110
717.233.4101

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants

ORDER

AND NOW, this 18 day of July, 2008, upon consideration of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement filed in this matter, and it appearing that the parties have agreed to its adoption and enforcement by this Court, it is hereby Ordered as follows:

1. The Contribution in Lieu of Real Estate Taxes Agreement of Settlement is adopted as an Order of the Court and the Parties are bound by its terms.
2. This matter is discontinued and ended.
3. The Court shall retain jurisdiction over the enforcement and interpretation of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

So Ordered by the Court,

/S/ **Fredric J Ammerman**

J.

I hereby certify this to be a true
copy of the original
document filed in this case.

JUL 18 2008

Attest,

Fredric J Ammerman
Clearfield County
Court of Common Pleas

CAPOZZI & ASSOCIATES, P.C.
Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

I hereby certify that the above is true
and attested to before me, the original
statement filed in the above case.

JUL 1 2008

Attest,

William E. Brown
Prothonotary/
Clerk of Courts

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

:

Petitioner/Plaintiff : **CIVIL ACTION**

:

v. : **NO. 2006-974-CD**

:

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

:

:

:

Respondents/Defendants :

**UNOPPOSED PETITION FOR COURT ORDER ADOPTING THE CONTRIBUTION
IN LIEU OF REAL ESTATE TAXES AGREEMENT OF SETTLEMENT**

AND NOW COMES, the Plaintiff/Petitioner, Christ the King Manor, Inc., (hereinafter
“Christ the King”) and for its Unopposed Petition for Court Order Adopting the Contribution in
Lieu of Real Estate Taxes Agreement of Settlement states as follows:

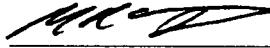
1. Contemporaneously with the filing of the instant Petition, Christ the King is filing with the
Prothonotary a fully executed original copy of the Contribution in Lieu of Real Estate
Taxes Agreement of Settlement (hereinafter “Settlement Agreement”) entered into by the
Parties in the above referenced matter. A true and correct copy of the Settlement
Agreement is attached hereto as Exhibit “1.”

2. Per Paragraph 13 of the Settlement Agreement, the Parties agreed that the Settlement Agreement would be filed with the Court and a Court Order would be sought substantially in the form suggested in the proposed Order which is attached to the Settlement Agreement. The proposed Order is also attached to this Petition.
3. As agreed to by the Parties in Paragraph 13 of the Settlement Agreement, the proposed Order asks the Court to adopt the Settlement Agreement and reduce it to an Order of the Court and to bind the Parties to its terms.
4. In addition, the proposed form of Order seeks the dismissal of the above captioned matter except that this Honorable Court would retain jurisdiction over the interpretation and enforcement of the Settlement Agreement.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court enter an Order substantially in the attached proposed form as agreed to by the Parties pursuant to the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 7/17/08

By: 
Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101
Fax (717) 233-4103

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

:

Petitioner/Plaintiff

:

CIVIL ACTION

v.

:

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

:

:

:

:

Respondents/Defendants

:

CERTIFICATE OF CONCURRANCE

As indicated in the Contribution in Lieu of Real Estate Taxes Agreement of Settlement (hereinafter "PILOT Agreement") which is attached to the Petition as Exhibit "1," all Parties to the above captioned action have agreed in writing to have the PILOT Agreement reduced to an Order of the Court. *See*, Paragraph 13 of Exhibit "1" attached to this Petition. Therefore the Parties which include the DUBOIS AREA SCHOOL DISTRICT (hereinafter "DASD"), SANDY TOWNSHIP ("Township"), CLEARFIELD COUNTY (hereinafter "County"), and the CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS (hereinafter "Board") have all expressed their concurrence with the instant Petition.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 7/14/08

By: DRR

Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101
Fax (717) 233-4103

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

:

Petitioner/Plaintiff

:

CIVIL ACTION

v.

:

NO. 2006-974-CD

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

:

:

:

Respondents/Defendants

:

VERIFICATION

I, Donald R. Reavey, hereby verify that I am an attorney for the Plaintiff. I have sufficient knowledge or information based upon investigation into this matter by my client, to make this verification. I hereby verify that the statements in the foregoing Petition are true and correct to the best of my knowledge, information, and belief. I understand that false statements contained herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relative to unsworn falsification to authorities.

Date: 7/14/08

By: 

Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants

CONTRIBUTION IN LIEU OF REAL ESTATE TAXES
AGREEMENT OF SETTLEMENT

MADE THIS 14th day of July 14th, 2008, by and between
CHRIST THE KING MANOR, INC., a Pennsylvania Non-Profit Corporation (hereinafter
"CTK") and the DUBOIS AREA SCHOOL DISTRICT (hereinafter "DASD"), SANDY
TOWNSHIP ("Township"), CLEARFIELD COUNTY (hereinafter "County"), and the
CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS (hereinafter "Board"),
or collectively, excluding the Board and CTK, ("Taxing Jurisdictions") or individually,
excluding the Board and CTK, ("Taxing Jurisdiction") and CTK and Taxing Jurisdictions.
including the Board, will be referred to collectively as the ("Parties") or individually as a
("Party").

WITNESSETH:

WHEREAS, CTK filed an Application for Exemption from Real Estate Taxation



regarding its independent living cottages to the Board in March of 2006 for the 2006 Tax Year. The decision from this Appeal before the Board was then later appealed to the Clearfield County Court of Common Pleas in the above captioned matter. A true and correct copy of the initial Appeal filed before the Court of Common Pleas docketed as 2006-974-CD is attached hereto and will be referred to hereafter as ("2006 Appeal"). The 2006 Appeal correctly identifies the parcels of real estate at issue for the 2006 Tax Year;

WHEREAS, on or about August 31, 2007, CTK filed an additional Tax Exemption Appeal with the Board which identified all parcels identified in the 2006 Appeal and additional parcels of real estate on which additional cottages were constructed after the 2006 Appeal was filed (hereinafter "2007 Appeal"). A hearing was held on the 2007 Appeal on October 15, 2007 and a decision is pending currently from the Board. A true and correct copy of the 2007 Appeal is attached hereto. All real estate parcels identified in the 2006 Appeal and the 2007 Appeal including any parcels of real estate on which independent living cottages are constructed not otherwise identified in the 2006 Appeal or the 2007 Appeal shall hereinafter be referred to as (the "Property");

WHEREAS, the Parties have a genuine good faith dispute as to whether the Property should be placed in the exempt classification or should remain in the taxable classification, and desire to resolve said dispute in an amicable manner, without the necessity of litigating the matter.

NOW THEREFORE, in consideration of the foregoing promises which are hereby incorporated by reference, and intending to be legally bound hereby, the Parties covenant and agree as follows (hereinafter this "Agreement"):

1. The Parties agree that the Property shall be placed in the exempt

classification by the Board beginning in tax year 2006 and subsequent years and that the Property shall remain in the exempt classification during the effective period of this Agreement and upon the termination of this Agreement, subject to the terms of paragraph 2, below.

2. This Agreement shall remain effective until either Party decides to terminate the Agreement by sending written notice to each other affected Party. Said notice shall be submitted in writing by certified mail, return receipt requested. Upon termination of this Agreement, the Party or Parties shall have the option of entering into any other agreement acceptable to the Party or Parties, and any Taxing Authority can challenge the exempt status of the Plaintiff's property, including filing an exemption or assessment appeal before the Board of Assessment. All Parties agree that this Agreement shall not be terminated unless there has been a material change in the laws of the Commonwealth respecting real estate tax exemption.

3. Beginning in Tax Year 2008, which for the 2008/2009 School District tax year shall be from the period beginning July 1, 2008 through June 30, 2009 and future years and for the County and Township tax year which shall be for the tax period from January 1, 2008 through December 31, 2008 and future years, CTK shall pay to each of the Taxing Jurisdictions a sum equal to twenty-five percent (25%) of the real estate taxes as a payment for municipal services that would be due and owing to the Taxing Jurisdictions in the event that the applicable Property had been placed in the taxable classification for the year then under consideration. Said payments shall be made each calendar year within thirty (30) days of the issuance of an invoice by the Taxing Jurisdictions to CTK, and, in the event said payments are not made in a timely manner,

interest and penalty shall begin to accrue on the thirty-first (31st) day after the issuance of said invoice at the rates then in effect in the Taxing Jurisdictions.

4. The refund due and owing to CTK from the 2006/2007 School District tax year being the period from July 1, 2006 through June 30, 2007 to the present is the amount of \$81,955.92, and the amount of the refund due and owing for the County, including Library Tax, and Township, including Fire Tax, beginning in Tax Year 2006, being the period from January 1, 2006 to December 31, 2006 to the present is the amount of \$21,204.89 and \$10,242.88 respectively, totaling \$113,403.69. CTK agrees to waive half of the amount due and owing as a refund and accept credits from each Taxing Jurisdiction in the amount of \$56,701.84 towards their future tax liability. This tax credit will be applied to the amounts invoiced by the Taxing Jurisdictions pursuant to paragraph 3, above, until the refund is satisfied.

5. In consideration of CTK's undertakings herein, the Taxing Jurisdictions covenant not to levy, assess, attempt to collect real estate taxes, or seek to appeal the taxable status from or relating to the Property or any property owned by CTK which shall include its skilled nursing facility, which is currently exempt, assisted living facility, which is currently exempt, and independent living units, for the effective period of this Agreement as described in and subject to paragraph 2, above, and except as set forth in Paragraph 3, above.

6. CTK anticipates the construction of new independent living units in the future. New construction shall be governed by this Agreement. All newly constructed independent living units shall be classified as exempt by the Board but the Clearfield County Assessment Office will determine an assessed value and issue a notice of the

assessed value to the Parties with rights of appeal. Any Party may challenge the assessed value by filing an Appeal with the Board as contemplated by the Fourth through Eighth Class County Assessment Law, however, the filing of an appeal in the event of new construction will have no impact on this Agreement or the fact that the Board is bound to keep new construction in the exempt classification, instead, an Appeal is intended to be a fair tool for setting a proper assessed value for purposes of this Agreement and in the event this Agreement is terminated according to its terms.

7. Upon the sale or other conveyance of the Properties, except in connection with a sale or a merger with another non-profit entity who would use the property in a materially identical fashion to its current use, this Agreement shall automatically terminate as to the Properties that are sold and the Taxing Jurisdictions shall have the right to retain all payments theretofore made under this Agreement. In addition, the County shall have the right to review the use of the property to determine its tax status.

8. The Taxing Jurisdictions reserve the right to terminate this Agreement, at any time, without the necessity of a material change in the law as required by paragraph 2, above, if the use of property changes materially from its current use. Examples of a material change in use would be, but not limited to, the operation of a for profit nursing home or an operation other than that of a continuing care retirement community (CCRC), a skilled nursing home, assisted living residence, and/or independent living residence for the elderly.

9. In the event this Agreement is terminated the tax credits issued in the amount of \$56,701.84 pursuant to paragraph 3, above, less any amounts already applied as a 25% payment pursuant to paragraph 3, above, will survive this Agreement and will

not extinguish, and, therefore, may be applied to future tax liability, if any.

10. This Agreement should not be construed as an admission against the Parties hereto of the exempt status or the non-exempt status of the Properties owned by CTK.

11. This Agreement contains the entire understanding of the Parties and there are no other undertakings, covenants or conditions relating to the subject matter hereof.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

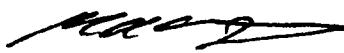
13. The Parties agree that this Agreement shall be filed with the Court and a Court Order will be sought substantially in the form attached hereto approving this Agreement, binding the Parties to its terms, dismissing the 2006 Appeal and the 2007 Appeal except that the Court shall retain jurisdiction over the enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first written above.

ATTEST:


Secretary Karen L. Fisher

CHRIST THE KING MANOR, INC.,


BY: Donald R. Reavey, Esq.

ATTEST:

DUBOIS AREA SCHOOL DISTRICT

Lyn N. Garrett
Secretary

Tom T. Garrett
BY:

ATTEST:

L. M. d. d.
Secretary

CLEARFIELD COUNTY

BY:

J. M. M.

ATTEST:

CLEARFIELD COUNTY BOARD OF
ASSESSMENT APPEALS

Mary Anne Jackson
Secretary

Jack Mee
BY:

ATTEST:

SANDY TOWNSHIP

Barbara D. Hopkins
Secretary

Beth G. Board
BY:

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement filed in this matter, and it appearing that the parties have agreed to its adoption and enforcement by this Court, it is hereby Ordered as follows:

1. The Contribution in Lieu of Real Estate Taxes Agreement of Settlement is adopted as an Order of the Court and the Parties are bound by its terms.
2. This matter is discontinued and ended.
3. The Court shall retain jurisdiction over the enforcement and interpretation of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

So Ordered by the Court,

J.

CAPOZZI & ASSOCIATES, P.C.

Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO.2006-974-CD

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

Respondents/Defendants

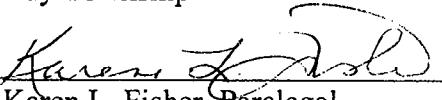
CERTIFICATE OF SERVICE

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 14th day of July 2008, serve a copy of the Unopposed Petition for Court Order Adopting the Contribution in Lieu of Real Estate Taxes Agreement of Settlement, upon the persons indicated below via First Class U.S. Mail:

R. Edward Ferraro, Solicitor
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Dubois Area School District

Kim Kesner, Esquire
Belin, Kubista, and Ryan
15 N. Front Street
Clearfield, PA 16830
Solicitor, Clearfield County Board of
Assessment Appeals and Clearfield County

Gregory M. Kruk, Esquire
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Sandy Township


Karen L. Fisher, Paralegal
Capozzi and Associates, PC
2933 North Front St
Harrisburg, PA 17110
717.233.4101

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

:

Petitioner/Plaintiff

:

CIVIL ACTION

v.

:

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

:

:

:

Respondents/Defendants

:

ORDER

AND NOW, this 18 day of July, 2008, upon consideration of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement filed in this matter, and it appearing that the parties have agreed to its adoption and enforcement by this Court, it is hereby Ordered as follows:

1. The Contribution in Lieu of Real Estate Taxes Agreement of Settlement is adopted as an Order of the Court and the Parties are bound by its terms.
2. This matter is discontinued and ended.
3. The Court shall retain jurisdiction over the enforcement and interpretation of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

So Ordered by the Court,



J.

FILED ^{ICC}
07/24/08 JUL 18 2008 *Amy Heavey*
JUL 18 2008 *GR*

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 7/18/08
X You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FILED
JUL 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

CAPOZZI & ASSOCIATES, P.C.
Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

FILED ICC ATT
M 11:00AM Reavey
JUL 15 2008
WAS

William A. Shaw
Prothonotary/Clerk of Courts

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC. :
Petitioner/Plaintiff : **CIVIL ACTION**
v. : **NO. 2006-974-CD**
THE CLEARFIELD COUNTY BOARD OF :
ASSESSMENT :
Respondents/Defendants :

**UNOPPOSED PETITION FOR COURT ORDER ADOPTING THE CONTRIBUTION
IN LIEU OF REAL ESTATE TAXES AGREEMENT OF SETTLEMENT**

AND NOW COMES, the Plaintiff/Petitioner, Christ the King Manor, Inc., (hereinafter “Christ the King”) and for its Unopposed Petition for Court Order Adopting the Contribution in Lieu of Real Estate Taxes Agreement of Settlement states as follows:

1. Contemporaneously with the filing of the instant Petition, Christ the King is filing with the Prothonotary a fully executed original copy of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement (hereinafter “Settlement Agreement”) entered into by the Parties in the above referenced matter. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “1.”

2. Per Paragraph 13 of the Settlement Agreement, the Parties agreed that the Settlement Agreement would be filed with the Court and a Court Order would be sought substantially in the form suggested in the proposed Order which is attached to the Settlement Agreement. The proposed Order is also attached to this Petition.
3. As agreed to by the Parties in Paragraph 13 of the Settlement Agreement, the proposed Order asks the Court to adopt the Settlement Agreement and reduce it to an Order of the Court and to bind the Parties to its terms.
4. In addition, the proposed form of Order seeks the dismissal of the above captioned matter except that this Honorable Court would retain jurisdiction over the interpretation and enforcement of the Settlement Agreement.

WHEREFORE, the Plaintiff respectfully requests that this Honorable Court enter an Order substantially in the attached proposed form as agreed to by the Parties pursuant to the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 7/14/08

By: 
Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101
Fax (717) 233-4103

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff : CIVIL ACTION

v. : NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants :

CERTIFICATE OF CONCURRENCE

As indicated in the Contribution in Lieu of Real Estate Taxes Agreement of Settlement (hereinafter "PILOT Agreement") which is attached to the Petition as Exhibit "1," all Parties to the above captioned action have agreed in writing to have the PILOT Agreement reduced to an Order of the Court. *See*, Paragraph 13 of Exhibit "1" attached to this Petition. Therefore the Parties which include the DUBOIS AREA SCHOOL DISTRICT (hereinafter "DASD"), SANDY TOWNSHIP ("Township"), CLEARFIELD COUNTY (hereinafter "County"), and the CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS (hereinafter "Board") have all expressed their concurrence with the instant Petition.

Respectfully submitted,
CAPOZZI & ASSOCIATES, P.C.

Date: 7/14/08

By: Donald R. Reavey
Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101
Fax (717) 233-4103

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

:

Petitioner/Plaintiff

:

CIVIL ACTION

v.

:

NO. 2006-974-CD

:

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

:

:

:

Respondents/Defendants

:

VERIFICATION

I, Donald R. Reavey, hereby verify that I am an attorney for the Plaintiff. I have sufficient knowledge or information based upon investigation into this matter by my client, to make this verification. I hereby verify that the statements in the foregoing Petition are true and correct to the best of my knowledge, information, and belief. I understand that false statements contained herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relative to unsworn falsification to authorities.

Date: 7/14/08

By: 

Donald R. Reavey, Esquire
Attorney ID No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff	:	CIVIL ACTION
v.	:	NO. 2006-974-CD
THE CLEARFIELD COUNTY BOARD OF ASSESSMENT	:	
Respondents/Defendants	:	

**CONTRIBUTION IN LIEU OF REAL ESTATE TAXES
AGREEMENT OF SETTLEMENT**

MADE THIS 14th day of July 14th, 2008, by and between
CHRIST THE KING MANOR, INC., a Pennsylvania Non-Profit Corporation (hereinafter
"CTK") and the DUBOIS AREA SCHOOL DISTRICT (hereinafter "DASD"), SANDY
TOWNSHIP ("Township"), CLEARFIELD COUNTY (hereinafter "County"), and the
CLEARFIELD COUNTY BOARD OF ASSESSMENT APPEALS (hereinafter "Board"),
or collectively, excluding the Board and CTK, ("Taxing Jurisdictions") or individually,
excluding the Board and CTK, ("Taxing Jurisdiction") and CTK and Taxing Jurisdictions,
including the Board, will be referred to collectively as the ("Parties") or individually as a
("Party").

WITNESSETH:

WHEREAS, CTK filed an Application for Exemption from Real Estate Taxation



regarding its independent living cottages to the Board in March of 2006 for the 2006 Tax Year. The decision from this Appeal before the Board was then later appealed to the Clearfield County Court of Common Pleas in the above captioned matter. A true and correct copy of the initial Appeal filed before the Court of Common Pleas docketed as 2006-974-CD is attached hereto and will be referred to hereafter as ("2006 Appeal"). The 2006 Appeal correctly identifies the parcels of real estate at issue for the 2006 Tax Year;

WHEREAS, on or about August 31, 2007, CTK filed an additional Tax Exemption Appeal with the Board which identified all parcels identified in the 2006 Appeal and additional parcels of real estate on which additional cottages were constructed after the 2006 Appeal was filed (hereinafter "2007 Appeal"). A hearing was held on the 2007 Appeal on October 15, 2007 and a decision is pending currently from the Board. A true and correct copy of the 2007 Appeal is attached hereto. All real estate parcels identified in the 2006 Appeal and the 2007 Appeal including any parcels of real estate on which independent living cottages are constructed not otherwise identified in the 2006 Appeal or the 2007 Appeal shall hereinafter be referred to as (the "Property");

WHEREAS, the Parties have a genuine good faith dispute as to whether the Property should be placed in the exempt classification or should remain in the taxable classification, and desire to resolve said dispute in an amicable manner, without the necessity of litigating the matter.

NOW THEREFORE, in consideration of the foregoing promises which are hereby incorporated by reference, and intending to be legally bound hereby, the Parties covenant and agree as follows (hereinafter this "Agreement"):

1. The Parties agree that the Property shall be placed in the exempt

classification by the Board beginning in tax year 2006 and subsequent years and that the Property shall remain in the exempt classification during the effective period of this Agreement and upon the termination of this Agreement, subject to the terms of paragraph 2, below.

2. This Agreement shall remain effective until either Party decides to terminate the Agreement by sending written notice to each other affected Party. Said notice shall be submitted in writing by certified mail, return receipt requested. Upon termination of this Agreement, the Party or Parties shall have the option of entering into any other agreement acceptable to the Party or Parties, and any Taxing Authority can challenge the exempt status of the Plaintiff's property, including filing an exemption or assessment appeal before the Board of Assessment. All Parties agree that this Agreement shall not be terminated unless there has been a material change in the laws of the Commonwealth respecting real estate tax exemption.

3. Beginning in Tax Year 2008, which for the 2008/2009 School District tax year shall be from the period beginning July 1, 2008 through June 30, 2009 and future years and for the County and Township tax year which shall be for the tax period from January 1, 2008 through December 31, 2008 and future years, CTK shall pay to each of the Taxing Jurisdictions a sum equal to twenty-five percent (25%) of the real estate taxes as a payment for municipal services that would be due and owing to the Taxing Jurisdictions in the event that the applicable Property had been placed in the taxable classification for the year then under consideration. Said payments shall be made each calendar year within thirty (30) days of the issuance of an invoice by the Taxing Jurisdictions to CTK, and, in the event said payments are not made in a timely manner,

interest and penalty shall begin to accrue on the thirty-first (31st) day after the issuance of said invoice at the rates then in effect in the Taxing Jurisdictions.

4. The refund due and owing to CTK from the 2006/2007 School District tax year being the period from July 1, 2006 through June 30, 2007 to the present is the amount of \$81,955.92, and the amount of the refund due and owing for the County, including Library Tax, and Township, including Fire Tax, beginning in Tax Year 2006, being the period from January 1, 2006 to December 31, 2006 to the present is the amount of \$21,204.89 and \$10,242.88 respectively, totaling \$113,403.69. CTK agrees to waive half of the amount due and owing as a refund and accept credits from each Taxing Jurisdiction in the amount of \$56,701.84 towards their future tax liability. This tax credit will be applied to the amounts invoiced by the Taxing Jurisdictions pursuant to paragraph 3, above, until the refund is satisfied.

5. In consideration of CTK's undertakings herein, the Taxing Jurisdictions covenant not to levy, assess, attempt to collect real estate taxes, or seek to appeal the taxable status from or relating to the Property or any property owned by CTK which shall include its skilled nursing facility, which is currently exempt, assisted living facility, which is currently exempt, and independent living units, for the effective period of this Agreement as described in and subject to paragraph 2, above, and except as set forth in Paragraph 3, above.

6. CTK anticipates the construction of new independent living units in the future. New construction shall be governed by this Agreement. All newly constructed independent living units shall be classified as exempt by the Board but the Clearfield County Assessment Office will determine an assessed value and issue a notice of the

assessed value to the Parties with rights of appeal. Any Party may challenge the assessed value by filing an Appeal with the Board as contemplated by the Fourth through Eighth Class County Assessment Law, however, the filing of an appeal in the event of new construction will have no impact on this Agreement or the fact that the Board is bound to keep new construction in the exempt classification, instead, an Appeal is intended to be a fair tool for setting a proper assessed value for purposes of this Agreement and in the event this Agreement is terminated according to its terms.

7. Upon the sale or other conveyance of the Properties, except in connection with a sale or a merger with another non-profit entity who would use the property in a materially identical fashion to its current use, this Agreement shall automatically terminate as to the Properties that are sold and the Taxing Jurisdictions shall have the right to retain all payments theretofore made under this Agreement. In addition, the County shall have the right to review the use of the property to determine its tax status.

8. The Taxing Jurisdictions reserve the right to terminate this Agreement, at any time, without the necessity of a material change in the law as required by paragraph 2, above, if the use of property changes materially from its current use. Examples of a material change in use would be, but not limited to, the operation of a for profit nursing home or an operation other than that of a continuing care retirement community (CCRC), a skilled nursing home, assisted living residence, and/or independent living residence for the elderly.

9. In the event this Agreement is terminated the tax credits issued in the amount of \$56,701.84 pursuant to paragraph 3, above, less any amounts already applied as a 25% payment pursuant to paragraph 3, above, will survive this Agreement and will

not extinguish, and, therefore, may be applied to future tax liability, if any.

10. This Agreement should not be construed as an admission against the Parties hereto of the exempt status or the non-exempt status of the Properties owned by CTK.

11. This Agreement contains the entire understanding of the Parties and there are no other undertakings, covenants or conditions relating to the subject matter hereof.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

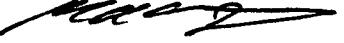
13. The Parties agree that this Agreement shall be filed with the Court and a Court Order will be sought substantially in the form attached hereto approving this Agreement, binding the Parties to its terms, dismissing the 2006 Appeal and the 2007 Appeal except that the Court shall retain jurisdiction over the enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first written above.

ATTEST:


Secretary Karen L. Fisher

CHRIST THE KING MANOR, INC.,


BY: Donald R. Reavey, Esq.

ATTEST:

DUBOIS AREA SCHOOL DISTRICT

Lynh N. Garrett
Secretary

James T. Garrett
BY:

ATTEST:

Lynh N. Garrett
Secretary

CLEARFIELD COUNTY

BY:

James T. Garrett

ATTEST:

Mary Anne Jackson
Secretary

CLEARFIELD COUNTY BOARD OF
ASSESSMENT APPEALS

BY:

Jack D. Neer

ATTEST:

Barbara D. Hopkins
Secretary

SANDY TOWNSHIP

BY:

Beth G. Bond

BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO. 2006-974-CD

THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT

Respondents/Defendants

ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement filed in this matter, and it appearing that the parties have agreed to its adoption and enforcement by this Court, it is hereby Ordered as follows:

1. The Contribution in Lieu of Real Estate Taxes Agreement of Settlement is adopted as an Order of the Court and the Parties are bound by its terms.
2. This matter is discontinued and ended.
3. The Court shall retain jurisdiction over the enforcement and interpretation of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement.

So Ordered by the Court,

J.

CAPOZZI & ASSOCIATES, P.C.

Donald R. Reavey, Esquire
Attorney I.D. No. 82498
2933 North Front Street
Harrisburg, PA 17110
(717) 233-4101

Attorneys for Petitioners,
Christ the King Manor, Inc.

**BEFORE THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

CIVIL ACTION

v.

NO.2006-974-CD

**THE CLEARFIELD COUNTY BOARD OF
ASSESSMENT**

Respondents/Defendants

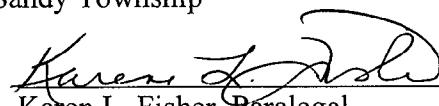
CERTIFICATE OF SERVICE

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 14th day of July 2008, serve a copy of the Unopposed Petition for Court Order Adopting the Contribution in Lieu of Real Estate Taxes Agreement of Settlement, upon the persons indicated below via First Class U.S. Mail:

R. Edward Ferraro, Solicitor
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Dubois Area School District

Kim Kesner, Esquire
Belin, Kubista, and Ryan
15 N. Front Street
Clearfield, PA 16830
Solicitor, Clearfield County Board of
Assessment Appeals and Clearfield County

Gregory M. Kruk, Esquire
Ferraro, Kruk, Ferraro
690 Main Street
Brockway, PA 15824
Solicitor for Sandy Township



Karen L. Fisher, Paralegal
Capozzi and Associates, PC
2933 North Front St
Harrisburg, PA 17110
717.233.4101