

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

**06-974-CD  
Christ the King Manor vs Bd of Assess.**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

No. 2006-974-C0

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**

JUN 19 2006

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William A. Shaw

Prothonotary/Clerk of Courts

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1 CENT TO SHAR

**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.

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

**CHRIST THE KING MANOR, INC.**

Petitioner/Plaintiff

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

Respondents/Defendants

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**CIVIL ACTION**

**NO.**

**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**

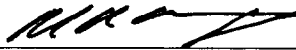
36. The averments of paragraphs 1 through 35 are incorporated herein by reference as if set forth at length herein.
37. It is the intention of Christ the King to subsidize and provide charity care to the elderly in its independent living level of care.
38. Christ the King has purposely kept the fees 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

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

Respondents/Defendants

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**CIVIL ACTION**


**NO.**

**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



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 D. Bass

  
J. Carl Ogden

  
Jack Green



1280 97364	1599	B03-446-00004-DW-28	H	CHRIST THE KING MANOR, INC	211 KINGDOM OF DAY & NIGHT	Acres: 7.43 A	Deed Ref:	Land Value	County	21.00	280.40	286.13	314.74
1100 WEST LONG AVENUE								Bldg Value	TOWNSHIP	8.00	106.82	109.00	119.90
DUBOIS PA 15801								13,625	LIBRARY	0.50	6.68	6.81	7.49
								13,625	FIRE DPT	2.00	26.71	27.25	29.98
								13,625	←-Total-→				\$
1280 77360	1600	B03-446-00001		CHRIST THE KING MANOR, INC.		7.43 A		Land Value	County	21.00	32.93	33.60	36.96
1100 WEST LONG AVE								1,500	TOWNSHIP	8.00	12.54	12.80	14.08
DUBOIS PA 15801								Bldg Value	LIBRARY	0.50	0.78	0.80	0.88
								0	FIRE DPT	2.00	3.14	3.20	3.52
								1,500	←-Total-→				\$
1280 94857	1601	A02-451-00006		CHRIST THE KING MANOR, INC.		46.47 A		Land Value	County	21.00	71.52	72.98	80.27
1100 WEST LONG AVENUE								3,475	TOWNSHIP	8.00	27.24	27.80	30.58
DUBOIS PA 15801								Bldg Value	LIBRARY	0.50	1.70	1.74	1.91
								0	FIRE DPT	2.00	6.81	6.95	7.65
								3,475	←-Total-→				\$
1280 96984	1602	B03-446-00004		CHRIST THE KING MANOR, INC.		21.05 A		Land Value	County	21.00	507.30	517.65	569.42
1100 W LONG AVE								24,650	TOWNSHIP	8.00	193.26	197.20	216.92
DUBOIS PA 15801								Bldg Value	LIBRARY	0.50	12.08	12.33	13.56
								0	FIRE DPT	2.00	48.31	49.30	54.23
								24,650	←-Total-→				\$



Tax Description	Millage	Discount	Face	Penalty	Date

1280 97295		1603	B03-446-00004-DW-08	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 7 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	241.82 92.12 5.76 23.03	246.75 94.00 5.88 23.50	271.43 103.40 6.46 25.85
							11,750	←Total→		567.26	567.26	\$
1280 97296		1604	B03-446-00004-DW-09	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 9 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45	236.20 89.98 5.62 22.49
							10,225	←Total→		525.62	525.62	\$
1280 97297		1605	B03-446-00004-DW-10	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 11 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	276.29 105.25 6.58 26.31	281.93 107.40 6.71 26.85	310.12 118.14 7.38 29.54
							13,425	←Total→		524.83	524.83	\$
1280 97298		1606	B03-446-00004-DW-14	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 746 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	271.66 103.49 6.47 25.87	277.20 105.60 6.60 26.40	304.92 116.16 7.26 29.04
							13,200	←Total→		526.82	526.82	\$
1280 97299		1607	B03-446-00004-DW-15	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 746 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	234.10 89.18 5.57 22.30	238.88 91.00 5.69 22.75	262.76 100.10 6.26 25.03
							11,375	←Total→		555.32	555.32	\$
1280 97300		1608	B03-446-00004-DW-18	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 607 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45	236.20 89.98 5.62 22.49
							10,225	←Total→		525.62	525.62	\$
1280 97301		1609	B03-446-00004-DW-19	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 609 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45	236.20 89.98 5.62 22.49
							10,225	←Total→		525.62	525.62	\$
1280 97302		1610	B03-446-00004-DW-12	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 8 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	210.43 80.16 5.01 20.04	214.73 81.80 5.11 20.45	236.20 89.98 5.62 22.49
							10,225	←Total→		525.62	525.62	\$
1280 97303		1611	B03-446-00004-DW-22	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Acres: 702 Deed Ref:	Land Value 0	County TOWNSHIP LIBRARY FIRE DPT	21.00 8.00 0.50 2.00	299.95 114.27 7.14 28.57	306.08 116.60 7.29 29.15	336.68 128.26 8.02 32.07
							14,575	←Total→		549.93	549.93	\$

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006

1280 97316	1612	B03-446-00004-DW-11	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	Land Value	Tax Description	Millage	Discount	Face	Penalty	D
						0	County	21.00	278.86	284.55	313.01	
						Bldg Value	TOWNSHIP	8.00	106.23	108.40	119.24	
						13,550	LIBRARY	0.50	6.64	6.78	7.45	
						13,550	FIRE DPT	2.00	26.56	27.10	29.81	
						13,550	<-Total-->					\$
1280 97317	1613	B03-446-00004-DW-33	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	280.40	286.13	314.74	
						Bldg Value	TOWNSHIP	8.00	106.82	109.00	119.90	
						13,625	LIBRARY	0.50	6.68	6.81	7.49	
						13,625	FIRE DPT	2.00	26.71	27.25	29.98	
						13,625	<-Total-->					\$
1280 97318	1614	B03-446-00004-DW-31	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	255.19	260.40	286.44	
						Bldg Value	TOWNSHIP	8.00	97.22	99.20	109.12	
						12,400	LIBRARY	0.50	6.08	6.20	6.82	
						12,400	FIRE DPT	2.00	24.30	24.80	27.28	
						12,400	<-Total-->					\$
1280 97362	1615	B03-446-00004-DW-01	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	239.24	244.13	268.54	
						Bldg Value	TOWNSHIP	8.00	91.14	93.00	102.30	
						11,625	LIBRARY	0.50	5.70	5.81	6.39	
						11,625	FIRE DPT	2.00	22.79	23.25	25.58	
						11,625	<-Total-->					\$
1280 97363	1616	B03-446-00004-DW-13	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	299.95	306.08	336.68	
						Bldg Value	TOWNSHIP	8.00	114.27	116.60	128.26	
						14,575	LIBRARY	0.50	7.14	7.29	8.02	
						14,575	FIRE DPT	2.00	28.57	29.15	32.07	
						14,575	<-Total-->					\$
1280 97365	1617	B03-446-00004-DW-29	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	241.82	246.75	271.43	
						Bldg Value	TOWNSHIP	8.00	92.12	94.00	103.40	
						11,750	LIBRARY	0.50	5.76	5.88	6.46	
						11,750	FIRE DPT	2.00	23.03	23.50	25.85	
						11,750	<-Total-->					\$
1280 97366	1618	B03-446-00004-DW-34	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	293.78	299.78	329.75	
						Bldg Value	TOWNSHIP	8.00	111.92	114.20	125.62	
						14,275	LIBRARY	0.50	6.99	7.14	7.85	
						14,275	FIRE DPT	2.00	27.98	28.55	31.41	
						14,275	<-Total-->					\$
1280 97367	1619	B03-446-00004-DW-35	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	293.78	299.78	329.75	
						Bldg Value	TOWNSHIP	8.00	111.92	114.20	125.62	
						14,275	LIBRARY	0.50	6.99	7.14	7.85	
						14,275	FIRE DPT	2.00	27.98	28.55	31.41	
						14,275	<-Total-->					\$
1280 97368	1620	B03-446-00004-DW-41	H	CHRIST THE KING MANOR, INC. 1100 WEST LONG AVENUE DUBOIS PA 15801	Deed Ref:	0	County	21.00	280.40	286.13	314.74	
						Bldg Value	TOWNSHIP	8.00	106.82	109.00	119.90	
						13,625	LIBRARY	0.50	6.68	6.81	7.49	
						13,625	FIRE DPT	2.00	26.71	27.25	29.98	
						13,625	<-Total-->					\$

## Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006

Tax Description				Land Value	County	Millage	Discount	Face	Penalty	D
1280 97369	1621	H	B03-446-00004-DW-43	0	TOWNSHIP	21.00	210.43	214.79	236.20	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	80.16	81.80	89.98	
1100 WEST LONG AVENUE				10,225	FIRE DPT	0.50	5.01	5.11	5.62	
DUBOIS PA 15801			Deed Ref:	10,225	←Total→	2.00	20.04	20.45	22.49	\$
1280 97370	1622	H	B03-446-00004-DW-44	0	TOWNSHIP	21.00	280.40	286.13	314.74	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	106.82	109.00	119.90	
1100 WEST LONG AVENUE				13,625	FIRE DPT	0.50	6.68	6.81	7.49	
DUBOIS PA 15801			Deed Ref:	13,625	←Total→	2.00	26.71	27.25	29.98	\$
1280 97424	1623	H	B03-446-00004-DW-17	0	TOWNSHIP	21.00	285.03	290.85	319.94	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	108.58	110.80	121.88	
1100 WEST LONG AVENUE				13,850	FIRE DPT	0.50	6.79	6.93	7.62	
DUBOIS PA 15801			Deed Ref:	13,850	←Total→	2.00	27.15	27.70	30.47	\$
1280 97425	1624	H	B03-446-00004-DW-24	0	TOWNSHIP	21.00	295.84	301.88	332.06	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	112.70	115.00	126.50	
1100 WEST LONG AVENUE				14,375	FIRE DPT	0.50	7.04	7.19	7.91	
DUBOIS PA 15801			Deed Ref:	14,375	←Total→	2.00	28.18	28.75	31.63	\$
1280 97426	1625	H	B03-446-00004-DW-30	0	TOWNSHIP	21.00	217.12	221.55	243.71	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	82.71	84.40	92.84	
1100 WEST LONG AVENUE				10,550	FIRE DPT	0.50	5.17	5.28	5.80	
DUBOIS PA 15801			Deed Ref:	10,550	←Total→	2.00	20.68	21.10	23.21	\$
1280 97427	1626	H	B03-446-00004-DW-32	0	TOWNSHIP	21.00	217.12	221.55	243.71	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	82.71	84.40	92.84	
1100 WEST LONG AVENUE				10,550	FIRE DPT	0.50	5.17	5.28	5.80	
DUBOIS PA 15801			Deed Ref:	10,550	←Total→	2.00	20.68	21.10	23.21	\$
1280 97428	1627	H	B03-446-00004-DW-37	0	TOWNSHIP	21.00	296.87	302.93	333.22	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	113.09	115.40	126.94	
1100 WEST LONG AVENUE				14,425	FIRE DPT	0.50	7.07	7.21	7.93	
DUBOIS PA 15801			Deed Ref:	14,425	←Total→	2.00	28.27	28.85	31.74	\$
1280 97429	1628	H	B03-446-00004-DW-42	0	TOWNSHIP	21.00	274.23	279.83	307.81	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	104.47	106.60	117.26	
1100 WEST LONG AVENUE				13,325	FIRE DPT	0.50	6.53	6.66	7.33	
DUBOIS PA 15801			Deed Ref:	13,325	←Total→	2.00	26.12	26.65	29.32	\$
1280 97430	1629	H	B03-446-00004-DW-46	0	TOWNSHIP	21.00	295.84	301.88	332.06	
CHRIST THE KING MANOR, INC.				Bldg Value	LIBRARY	8.00	112.70	115.00	126.50	
1100 WEST LONG AVENUE				14,375	FIRE DPT	0.50	7.04	7.19	7.91	
DUBOIS PA 15801			Deed Ref:	14,375	←Total→	2.00	28.18	28.75	31.63	\$

Clearfield County - SANDY TOWNSHIP Tax Duplicate - 2006

1280 97431	1630	B03-446-00004-DW-47		Land Value	Tax Description	Millage	Discount	Face	Penalty	Date
CHRIST THE KING MANOR, INC.	H			0	County	21.00	296.87	302.93	333.22	
1100 WEST LONG AVENUE				Bldg Value	TOWNSHIP	8.00	113.09	115.40	126.94	
DUBOIS PA 15801				14,425	LIBRARY	0.50	7.07	7.21	7.93	
					FIRE DPT	2.00	28.27	28.85	31.74	
				14,425	<-Total-->		145.30	145.30	145.30	
1280 97432	1631	B03-446-00004-DW-52		Land Value	County	21.00	284.00	289.80	318.78	
CHRIST THE KING MANOR, INC.	H			0	TOWNSHIP	8.00	108.19	110.40	121.44	
1100 WEST LONG AVENUE				Bldg Value	LIBRARY	0.50	6.76	6.90	7.59	
DUBOIS PA 15801				13,800	FIRE DPT	2.00	27.05	27.60	30.36	
				13,800	<-Total-->		131.90	131.90	131.90	

**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

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

Respondents/Defendants

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**CIVIL ACTION**

**NO.**

**CERTIFICATE OF SERVICE**

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 19<sup>th</sup> 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

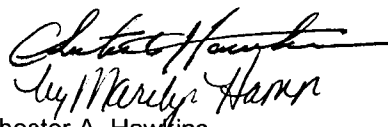
FILED  
9/2:30 am  
JUL 21 2006

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

William A. Shaw  
Prothonotary/Clerk of Courts

  
Chester A. Hawkins  
Sheriff

✓

BEFORE THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

CIVIL ACTION

NO. 2006-974-CD

FILED  
JUL 15 2008

ICC Atty  
Reaney

William A. Shaw  
Prothonotary/Clerk of Courts

CONTRIBUTION IN LIEU OF REAL ESTATE TAXES  
AGREEMENT OF SETTLEMENT

MADE THIS 14<sup>th</sup> day of July 14<sup>th</sup>, 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 of 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

Lynette V. Sorrett  
Secretary

BY: James P. Sorrett

ATTEST:  
[Signature]  
Secretary

CLEARFIELD COUNTY  
BY: [Signature]

ATTEST:  
Maryanne Jackson  
Secretary

CLEARFIELD COUNTY BOARD OF  
ASSESSMENT APPEALS  
BY: [Signature]

ATTEST:  
Barbara D. Hopkins  
Secretary

SANDY TOWNSHIP  
BY: [Signature]

BEFORE THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

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CIVIL ACTION

NO. 2006-974-CD

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.

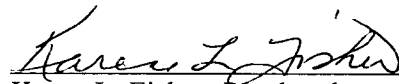
So Ordered by the Court,

\_\_\_\_\_  
J.



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

A handwritten signature in cursive script, reading "Karen L. Fisher", written over a horizontal line.

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





**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 foregoing  
and attested to be a true and correct original  
statement filed in this case.

**JUL 11 2008**

Attest:

*William L. 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**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**

**NO. 2006-974-CD**

**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:

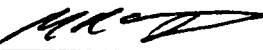
1. Contemporaneously with the filing of the instant Petition, Christ the King is filing with the  
Prothonotary a fully executed original copy of the Contribution in Lieu of Real Estate  
Taxes Agreement of Settlement (hereinafter "Settlement Agreement") entered into by the  
Parties in the above referenced 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**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**


**NO. 2006-974-CD**

**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, 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**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**

**NO. 2006-974-CD**

**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

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

CIVIL ACTION

NO. 2006-974-CD

CONTRIBUTION IN LIEU OF REAL ESTATE TAXES  
AGREEMENT OF SETTLEMENT

MADE THIS 14<sup>th</sup> day of July 14<sup>th</sup>, 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 of 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.

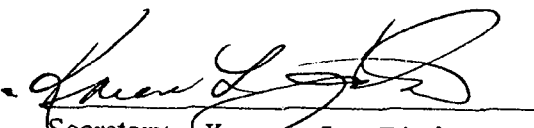
11. This Agreement contains the entire understanding of the Parties and there are no other undertakings, covenants or conditions relating to the subject matter hereof.

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.

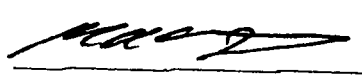
13. The Parties agree that this Agreement shall be filed with the Court and a Court Order will be sought substantially in the form attached hereto approving this Agreement, binding the Parties to its terms, dismissing the 2006 Appeal and the 2007 Appeal except that the Court shall retain jurisdiction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

Lynette V. Barrett  
Secretary

BY: James P. Barrett

ATTEST:

L. M. Adell  
Secretary

CLEARFIELD COUNTY

BY:

[Signature]

ATTEST:

Mary Anne Jackson  
Secretary

CLEARFIELD COUNTY BOARD OF  
ASSESSMENT APPEALS

BY:

Jack Heer

ATTEST:

Barbara D. Hopkins  
Secretary

SANDY TOWNSHIP

BY:

Billy L. Bond

BEFORE THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

CIVIL ACTION


NO. 2006-974-CD

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.

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

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

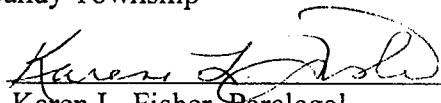
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**NO.2006-974-CD**

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

A handwritten signature in black ink, appearing to read "Karen L. Fisher", is written over a horizontal line.

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

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

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CIVIL ACTION

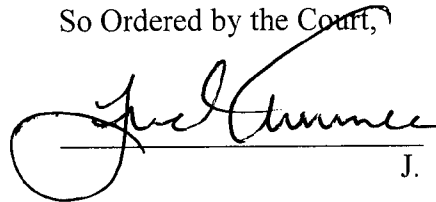
NO. 2006-974-CD

ORDER

AND NOW, this 15 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 <sup>ICC</sup>  
012:24801  
JUL 18 2008  
Myrleavy  
(6K)  
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) \_\_\_\_ 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

CR

**FILED** ICC AH  
m/11:00am Reavey  
JUL 15 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

Attorneys for Petitioners,  
Christ the King Manor, Inc.

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

**CHRIST THE KING MANOR, INC.**

**Petitioner/Plaintiff**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**

**NO. 2006-974-CD**

**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:

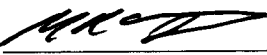
1. Contemporaneously with the filing of the instant Petition, Christ the King is filing with the Prothonotary a fully executed original copy of the Contribution in Lieu of Real Estate Taxes Agreement of Settlement (hereinafter "Settlement Agreement") entered into by the Parties in the above referenced 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**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**


**NO. 2006-974-CD**

**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, 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**

**v.**

**THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT**

**Respondents/Defendants**

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**CIVIL ACTION**


**NO. 2006-974-CD**

**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: 7/24/08

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

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

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CIVIL ACTION

NO. 2006-974-CD

CONTRIBUTION IN LIEU OF REAL ESTATE TAXES  
AGREEMENT OF SETTLEMENT

MADE THIS 14<sup>th</sup> day of July 14<sup>th</sup>, 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 of 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.

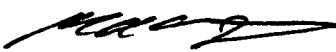
13. The Parties agree that this Agreement shall be filed with the Court and a Court Order will be sought substantially in the form attached hereto approving this Agreement, binding the Parties to its terms, dismissing the 2006 Appeal and the 2007 Appeal except that the Court shall retain jurisdiction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

Lynette N. Sorrett  
Secretary

BY: James T. Sorrett

ATTEST:  
[Signature]  
Secretary

CLEARFIELD COUNTY  
BY: [Signature]

ATTEST:  
Mary Anne Jackson  
Secretary

CLEARFIELD COUNTY BOARD OF  
ASSESSMENT APPEALS  
BY: [Signature]

ATTEST:  
Barbara D. Hopkins  
Secretary

SANDY TOWNSHIP  
BY: [Signature]

BEFORE THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CHRIST THE KING MANOR, INC.

Petitioner/Plaintiff

v.

THE CLEARFIELD COUNTY BOARD OF  
ASSESSMENT

Respondents/Defendants

CIVIL ACTION

NO. 2006-974-CD

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.

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

**V.**

# THE CLEARFIELD COUNTY BOARD OF ASSESSMENT

## Respondents/Defendants

[illegible]

## CIVIL ACTION

**NO.2006-974-CD**

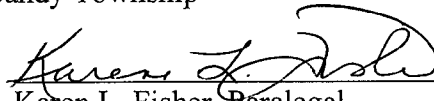
## **CERTIFICATE OF SERVICE**

I, Karen L. Fisher, Employee of Capozzi and Associates, PC., hereby certify that I did on this 14<sup>th</sup> 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

A handwritten signature in black ink, appearing to read "Karen L. Fisher", is written over a horizontal line.

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