CITY OF REYNOLDSBURG

CITY COUNCIL

Committee Meetings
Regular Council Meeting

Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Tuesday, May 28, 2019 | **07:30 PM** | **Council Chambers**

OPENING 7:30 PM

INVOCATION – COUNCILMAN BARTH COTNER

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

DEVELOPMENT, PARKS AND RECREATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

a. Development, Parks and Recreation Committee – Committee Meeting – May 13, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

a. ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

5. LEGISLATION FOR SECOND READING

a. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT (First Reading 5/13/2019).

b. ORDINANCE DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. (First Reading 5/13/2019).

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
May 13, 2019

Chairman Marshall Spalding called the meeting to order at 7:34 PM

Call to Order - Roll Call

PRESENT: Spalding, Baker, Bryant, Skinner, Joseph
ABSENT:

Approval of Agenda

Agenda stands approved

Approval of Minutes

a. Development, Parks and Recreation Committee – Committee Meeting – April 22, 2019

RESULT:	**ACCEPTED**

NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

Ms. Bauman: Thank you Chairman Spalding, members of the Committee. I am here to ask for authorization for the auditor to appropriate funds from the unappropirated general fund into the various account listed within the Parks and Recreation Department. These are all sponsorship dollars that have come in thus far, the majority of them as you see are for the Tomato Festival. And then the Marbar Garden Cub donated money to plant some annuals over at the Senior Center and then Kim Rainy Photography sponsorship dollars for youth sports.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/13/2019 7:35 PM**
MOVER:	Marshall Spalding, Chairman	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. --- Spalding. Development Department.

Mr. Bowsher: Thank you chairman Spalding and other members of the Committee. Today this legislation is before is basically for a replacement for the Reynoldsburg Community Improvement Corporation better known as a CIC. Sometimes it's known as an economic development corporation. Basically it serves its mission is to promote and provide economic development strategies for the

City. This would be in conjunction with City and Development staff while working cooperatively and independently of the City. It can provides loans, grants, tax credits, special districts and other economic incentives to bring jobs and businesses here to the City. It is something that is done pretty much wide spread across the state of Ohio and other states. There is about 300 actually known in the state of Ohio and every central Ohio community has one. We did have one as well, it was called READY. It became defunked about 3 years ago so this would be the replacement and the extension of that. It will act as the City's land bank and serve as a go between, between the public and private partnership that we are here to establish. Some of the great ones here in the area, here real close to us is the New Albany Company, in New Albany and Grow Licking County, who we work with on a daily basis with a lot of the JEDs that we have out to the east and to the township. And just that being said you know, I'll answer any and all questions as it pertains to the legislation and Community Improvement Corporation.

Mr. Spalding: Any questions? I have got a couple. So, what would the make up of this committee look like and will the Council vote on those member of that committee?

Mr. Bowsher: Yea, so it will be a five member committee. I would, the Mayor serve on it a Council member, in the legislation you will see that it names Barth Cotner, we thought that the Finance chair would be great but that would be totally up to City Council on who you would like to nominate for that position. The other 3 positions would be at large community members, normally it would be business owners to give that sort of rounded effect and I would serve as the defacto director as I do in my current role here for the City. That would be the 5. A CIC is only as good as one that is funded properly. I think that was some of the issues that maybe READY had in the past. Were still fundamentally sort of looking out as how we would like to do that. The lead advantage right now is to utilize a lot of the joint economic development districts we have with Etna and some of the other ones we are creating with some of the other townships here in the future to use a certain percentage of that, that we would renew annually to be able to allocate towards that. So basically its taking economic development dollars to create more economic opportunity here within the City.

Mr. Spalding: Ok, and that actually, that's actually logical, because those funds are coming in, they are not necessarily planned funds. I mean those are growth funds, they are coming in only because of development and it makes good sense that they can also be utilized for more development so that's a good idea. I think also the, since in reading through in all the pages, it seems like there was multiple places and oh and by the way the legislative branch has to ok this, so there is ample areas that everything to do with this pretty well has to go through Council. So I am comfortable with that. I think the safeguard is that isn't just ok now off we go like a rocket. And I think its better to get it created now and then next week or so put together the funding before were going to do it. Because you have to have a body before you can put food in it. So this is I think a rational approach to start here. We've got multiple readings, Jed's on vacation, so lets get more legal readings on it over the next couple of readings. But I think this is a good place to start, that fact that we didn't have it, I am amazed that almost every City around has one of these. I mean we are probably about the only one that doesn't. So I think its good to get back on track and lets make sure that were headed in the developmental stream that we want to. Any other questions?

Mr. Luzader: And Mr. Bowsher has already a couple of my questions that I had for him this morning. You say there would be 5 members on the board? Is that the maximum number we can have?

Mr. Bowsher: Yes sir. It is not the maximum after speaking to our Squire, Patton and Boggs our legal council outside, they are sort of the subject matter experts in creating the legislation piece. They felt the best opportunity for a new young CIC to have a limited number of individuals and that could grow if need be. But they felt that 5 was an accurate number.

Mr. Luzader: And what the number is 40% and 20% are elected...

Mr. Bowsher: Its 40% that the City has to allocate towards. So that would be the two members and then the 3 at large from the local business community. A lot of them you get into a lot of the bigger ones Licking County and even New Albany Company, you will get large donors that will allocate funds towards that for being on it because its a strategic advantage for businesses to be on it as well. So you can have membership dues, there is other funding streams that will to do that as well, as well as grants and other opportunities from the county and the state and the federal government, so its not just going to be City funded but at this very early stages that's its primary objective is to be funded through the City to be able to sort of streamline a lot of the development process and to be able to put deals together that it wouldn't be as opportunist for City Council to do.

Mr. Luzader: That would jus the voting members?

Mr. Bowsher: It would be voting members.

Mr. Luzader: Since you said your a non voting member.

Mr. Bowsher: I am a non voting member.

Mr. Luzader: I was wondering since we don't actually have a finance director or budget director, I myself, even if we do have Mr. Cotner or the finance chair sitting it in, I think it would be advantageous to have maybe someone from the Auditors office just to sit in and if there were any finance questions, they might be able to help answer or different things like that.

Mr. Bowsher: I will leave that up to Council decision.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/13/2019 7:35 PM**
MOVER:	Marshall Spalding, Chairman	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Spalding, Baker, Bryant, Skinner	

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: May 28, 2019

TO: Development Department

RE: ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Pending Jed Hood	Pending Stephen Cicak

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Ordinance to Amend Ordinances 113-15.

This amendment is to expand the geographic area of JEDD 1 by one parcel. The JEDD boards and township trustees have passed this legislation

EXHIBIT
B

tabbies

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192

(JEDD 1 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1, (JEDD 1 CONTRACT)

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

<u>Section 4.1- JEDD Income Tax Agreement</u>

The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.

3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: 8-21-18

Resolution No. 1808-2103

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: 9/28/18

Ordinance No. 89-18

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Walter Rogers

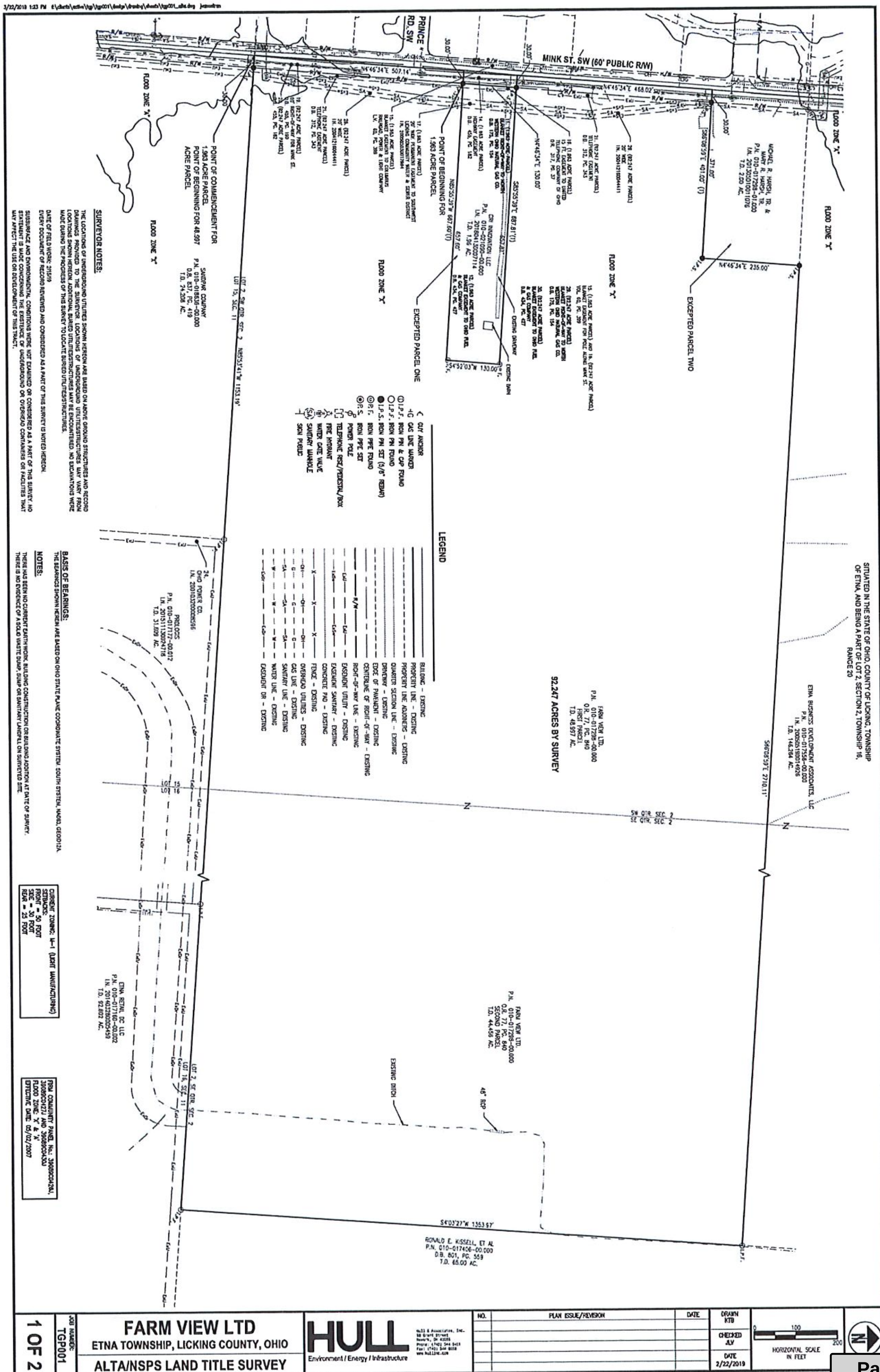
By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Stephen M. Cicak

By: Stephen Cicak
Reynoldsburg City Auditor

EXHIBIT C



Attachment: Exhibits B - D (Amendment #2 113-15 JEDD 1)

Exhibit D
Etna-Reynoldsburg Joint Economic Development District #1, Amendment No. 2 Area

Property Owner	Property Address	Parcel #	Acreage	Current Zoning	Current Use	Vacant
The Harsh Family Trust	8475 Mink St. SW, Etna, Ohio 43062	010-017298-01.000	1.963			

DESCRIPTION FOR A 1.963 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, **South 85°53'41" East, 30.00 feet** to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, **North 4°46'34" East, 507.15 feet** to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the **Point of Beginning** for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, **North 4°46'34" East, 130.00 feet** to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of **130.00 feet**; and …

North 85°55'39" West, 657.60 feet to the **Point of Beginning** and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

DESCRIPTION FOR A 1.963 ACRE TRACT

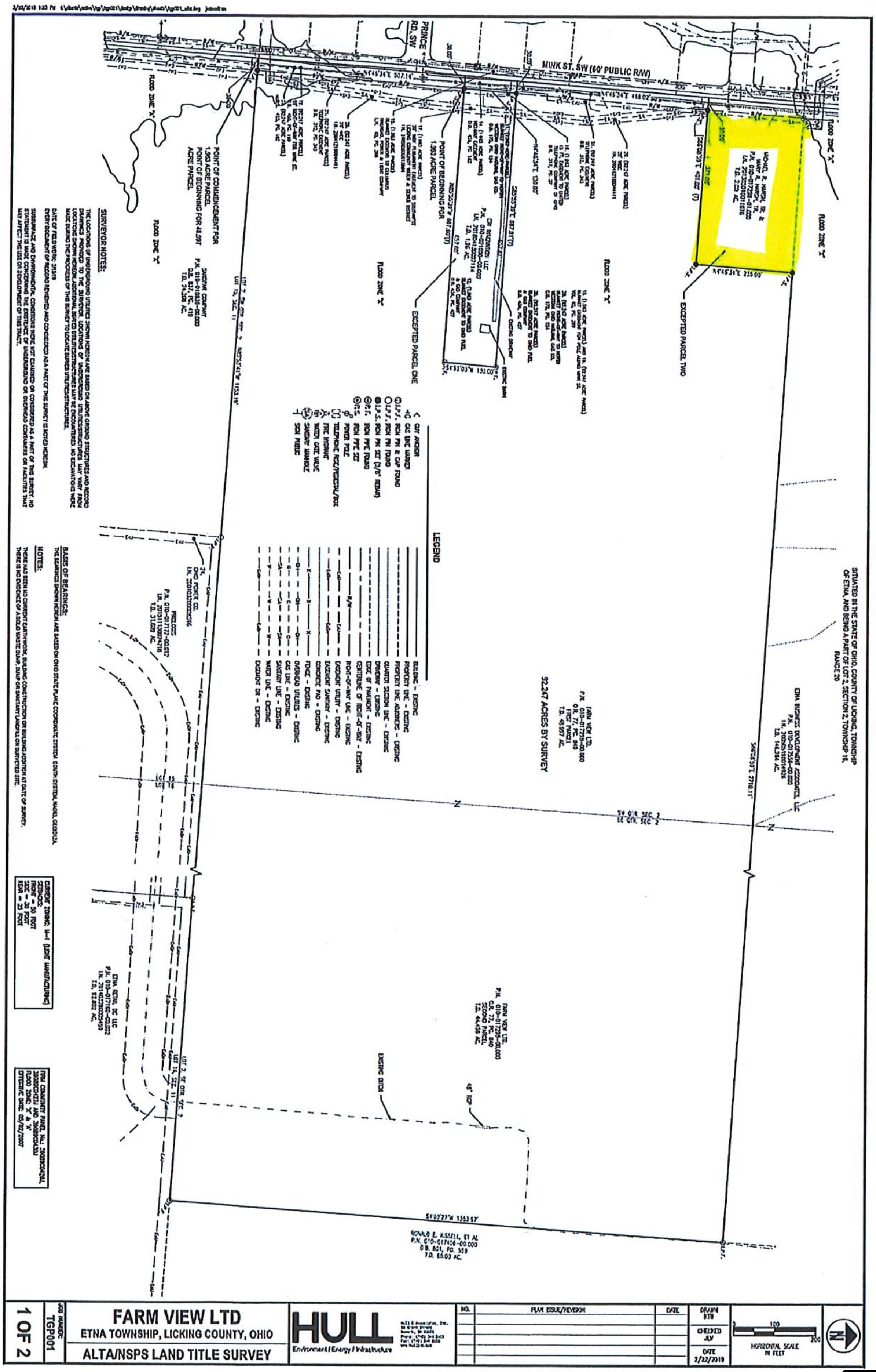
All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc



tabbles'
D

Attachment: Exhibit C and D to JEDD 1 Amendment No 2 (Amendment #2 113-15 JEDD 1)

Exhibit D
Etna-Reynoldsburg Joint Economic Development District #1, Amendment No. 2 Area

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March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc

ARTICLE VI
MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District , the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District . All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10^{th}) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer , and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: 12-23-15

Resolution No. 15-12-22-01

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: 1/7/16

Ordinance No.

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Walter Rogers

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Richard Harris

By: Richard Harris
Reynoldsburg City Auditor

EXHIBIT C

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

ARTICLE I

ANNEXATION PERMITTED

<u>Section 1.1 Designation of Territories Where Annexation is Permitted.</u> The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the "Permitted Territory".

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

<u>Section 1.2 Township Shall Not Oppose Annexation Applications.</u> The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III
CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

ARTICLE IV
MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio, in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: 12-23-15

Resolution No. 15-12-22-01

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: 12/21/15

Ordinance No.________________

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Walter Rogers

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Richard Harris

By: Richard Harris
Reynoldsburg City Auditor

EXHIBIT

B

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192

(JEDD 1 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1, (JEDD 1 CONTRACT)

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

<u>**Section 4.1- JEDD Income Tax Agreement**</u>

The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.

3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: 8-21-18

Resolution No. 1808-2103

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: 9/28/18

Ordinance No. 89-18

APPROVED AS TO FORM:

James E. Hood, Esq.
City Attorney

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Walter Rogers

By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Stephen M. Cicak

By: Stephen Cicak
Reynoldsburg City Auditor

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this "Agreement") is made and entered into effective the ____day of______________, 2019, by and among the City of Reynoldsburg (the "City"), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the "Township"); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); and TPA Group, LLC, a Georgia limited liability company, its affiliates, successors, nominees and/or assigns (collectively, "TPA").

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with TPA (the "CRA Agreement," substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (collectively with all amendments, the "JEDD Contract", attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the "JEDD") for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site represents approximately 95 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing ("TIF") resolution (with all amendments, the "TIF Resolution", attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the "School District") has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District's waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township and TPA are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by TPA in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the "JEDD Board") at its first meeting to adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the "Gross Revenue") to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the "JEDD Fund") at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking Local School District Payment ("SWLLSD Payment"), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City's expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 20% of the Gross Revenue. The SWLLSD Payment described herein shall be from revenue generated by this Project Site only and shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLLSD Payments equals two million two-hundred fifty thousand dollars ($2,250,000) for up to approximately 1,230,000 square feet of building space (+- 5%), irrespective of whether the square footage represents one or more buildings on the Project Site, or other project sites within the JEDD, or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user. For the sake of clarity, with respect to letter (i) herein, the School District reserves the right to negotiate additional compensation from the Developer only for building space on the Project Site in excess of approximately 1,230,000 square feet (+- 5%).

The amount of Gross Revenue remaining following these payments (the "Net Revenue") shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to twenty percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County ("C-Tec"), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (5) to the Licking County Transportation Improvement District (the

"TID"), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.5. of the JEDD Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. TPA agrees to expend up to $3,500,000 to construct or cause to be constructed, or contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) that are within the JEDD, that are contiguous to the JEDD, or that benefit the JEDD. From the revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with TPA and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – TPA for all of the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B) incurred directly or indirectly by TPA or its designees in accordance with this subsection 2.E (the "Costs"). TPA hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/TPA Account (the "TIF Account") of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse TPA for its Costs associated with public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) constructed by or on behalf of TPA that directly benefit the parcels comprising the JEDD until TPA is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose.

b. The parties hereto agree that with respect to the amounts to be paid to TPA by the JEDD Board from amounts deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the "Net BIA Deposit"), the reimbursement paid to TPA for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 500,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until TPA is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. TPA shall receive a reimbursement from the Township of a sum equal to 60% of the amount deposited into the TIF Account until TPA is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by TPA, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of TPA from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, TPA, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of TPA, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any property from the JEDD without the prior written consent of TPA, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. <u>Compensation Payments</u>

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or TPA in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract;

provided, however, this section shall not prohibit TPA from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. TPA agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by TPA to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion.

D. The Developer agrees to pay the Township, or the appropriate established fund, for the development of a Township park or other recreational or beneficial use by Etna Township, the amount of $10,000.00 per year for a maximum of 50 years, commencing 12 months after the issuance of the first Certificate of Occupancy at the Project site. Alternatively, at the election of the Township, the Developer agrees to file a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project Site, which Petition would provide for such payment. Further, provided that the Township and Developer can agree upon additional terms acceptable to both, then such terms shall also be added to and provided for in the establishment of such NCA.

4. Cooperation by Property Owner

A. TPA agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. TPA agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. TPA agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that TPA cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by TPA to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and TPA, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:
Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:
President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:
John Albers, Esq,
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to TPA, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _______________, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

APPROVED AS TO FORM:

____

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

CITY OF REYNOLDSBURG, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

APPROVED AS TO FORM:

____

City Attorney, Reynoldsburg, Ohio

TPA GROUP, LLC, a Georgia limited liability company

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

STATE OF__________,

COUNTY OF________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of_____________, 2019, by ____________, the _____________ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

____
Notary Public

STATE OF__________,

COUNTY OF________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of_____________, 2019, by ____________, the _____________ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

____
Notary Public

STATE OF__________,

COUNTY OF________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of_____________, 2019, by ____________, the _____________ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

____
Notary Public

Execution Copy

STATE OF__________,

COUNTY OF________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _________, _____, by _______________, the ______________ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

____
Notary Public

Exhibit A to DC Agreement

Form of CRA Agreement

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio (the "State"), through its Board of County Commissioners (the "County"); and TPA Group, LLC, a Georgia limited liability company, with its main offices located at 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309, its affiliates, successors, nominees and/or assigns (collectively, the "Company"),

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the County that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the County, by Resolution No. 31-158A, adopted by the Board of County Commissioners of the County on June 15, 2000 (the "Resolution"), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the County the Director's determination, dated July 10, 2000, that the findings contained in the Resolution are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

WHEREAS, the Company has acquired or intends to acquire or cause to be acquired the real property contained within the County and the CRA described in Exhibit A attached hereto (the "Project Site"); and

WHEREAS, the Company has submitted to the County an application for a community reinvestment area agreement (the "Application"); and

WHEREAS, the Company proposes to establish at the Project Site a master plan-based industrial park by construction of new buildings with, cumulatively, approximately 1,200,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements, all as more particularly described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company does not anticipate that it will equip or occupy Buildings or hire employees at the Project Site; rather, the Company intends to transfer any combination of Buildings, parts thereof or portions of the Project Site to one or more transferees by lease, sale and/or other means of transfer (the Company and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 17 hereof in order to bind each

Owner to and under this Agreement; and

WHEREAS, the Company has remitted with the Application the required state application fee of $750.00, made payable to the Ohio Development Services Agency, to be forwarded with the executed Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Southwest Licking Local School District (the "School District") and in the Licking County Joint Vocational School District, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. ________, adopted ________, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement contingent upon the execution of a Development and Compensation Agreement with the School District as a third-party beneficiary thereof, including the one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction and for up to ten (10) years for remodeling; and (ii) waived its rights to receive the forty-five day and fourteen-day notices under R.C. Sections 3735.67 and 5709.83; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The Owners, their lessees and/or their successors or assigns shall make a good faith effort to complete the Project. The cost of the investments to be made in connection with the Project by the Owners, their lessees and/or their successors or assigns is estimated as (i) approximately $50 million to $60 million for construction of new buildings to contain, cumulatively, approximately 1,200,000 square feet of space; (ii) approximately $20 million to $25 million for tenant improvements; (iii) approximately $5 million to $8 million for acquisition of machinery and equipment; (iv) approximately $2 million to $5 million for acquisition of furniture and fixtures; and (v) $0 for acquisition of inventory at the Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, located at another location in Ohio prior to the execution of this Agreement and relocated or to be relocated from that location to the Project Site, is $0. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is $0. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is $0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately 2019; and the scheduled estimated completion month for such investments is no later than approximately December 2020. Unless this Agreement is amended to provide otherwise, for purposes of this Agreement, the Project shall be considered complete in the month (the "Completion Month") that is the earliest of (i) December 2025, (ii) twelve (12) months after the completion of a Building that increases the total footprint area (measured by determining the square foot area of the ground floor of each Building on the Project Site; hereinafter, the "Total Footprint Area") to greater than or equal to 700,000 square feet, or (iii) twelve (12) months after the completion of a Building that increases the Total Footprint Area to more than 90% of the maximum Total Footprint Area, as that maximum Total Footprint Area is set forth in applicable zoning regulations. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. Employee Positions. The Owners shall use their good faith and commercially reasonable efforts to cause and/or facilitate the creation at the Project Site of, cumulatively, (i) approximately 500 to 800 full-time permanent employee positions with a total annual payroll of approximately $22,500,000 to $36,000,000, (ii) 0 full-time temporary employee positions, (iii) 0 part-time permanent employee positions and (iv) 0 part-time temporary employee positions. Hiring of such employees is estimated to commence in approximately 2020-2021 and to continue incrementally over the succeeding three to five years, with approximately 100 to 200 employees, cumulatively, to be added each year. Currently, the Owners have no employees at the Project Site. The approximate number of employee positions of the Company in Ohio at locations other than the Project Site as of the date of execution of this Agreement is 0 full-time permanent employee positions, 0 part-time permanent employee positions, 0 full-time temporary employee positions, and 0 part-time temporary employee positions. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Company, or by lessees of Owners.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "Council) any information reasonably required by the Council to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 if requested by the Council.

6. Real Property Tax Exemption. The County hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building constructed at the Project Site. For each Building constructed at the Project Site, the County further grants a ten (10) year, 100% real property tax exemption for the increase in assessed value associated with remodeling that occurs within ten (10) years following the first issuance of a Certificate of Use and Occupancy by the Licking County Building Code Department for the Building for which the exemption is sought. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. Unless subsequently extended by the County, no exemption shall commence after the earlier of (i) the tax year after the Completion Month, or (ii) tax year 2039 (i.e., tax lien date January 1, 2039). Unless subsequently extended by the County, no exemption shall extend beyond tax year 2053 (i.e., tax lien date January 1, 2053). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years at most, the real property exemption period for the Project as a whole may last more than fifteen years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 17 of this Agreement, Section 21 of this Agreement, or both Sections 17 and 21 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Licking County Auditor.

8. Waiver of Other Real Property Tax Exemptions. The Company, for itself and for any other Owner, hereby covenants that for the term of the exemptions set forth in Township Resolution No. 15-12-19-03, passed December 19, 2015 and the amendment to Resolution No. 15-12-19-03 contained in Resolution No. ________, passed _________, 2019 (collectively, the "TIF Resolution"), it waives the right to any other exemption from real property taxes for the Project Site, other than the exemptions provided by this CRA Agreement and the TIF Resolution.

9. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter; provided, however, to the extent permitted by law, the County may elect to reinstate such exemptions under terms acceptable to the County. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

10. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building or other permits, and (ii) all other activities related to the Project.

11. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure and elects not to reinstate such exemptions. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s).

12. Certification as to No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 1l U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. Termination or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement and with respect to the total investment associated with the Project, and such failure is not corrected within thirty days of written notice thereof to such Owner, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

14. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. __________ of the Board of County Commissioners of the County on __________, 2019, this Agreement shall be effective immediately upon its execution.

15. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

17. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Company or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit B.1 and Exhibit B.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

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

19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

20. Validity. The Owners and the County covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners and the County waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners and the County shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

21. Modifications. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement, which the County shall not unreasonably reject or delay.

22. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Director
Licking County Planning Commission
20 South Second Street
Newark, OH 43055

If to the Company, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

23. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section

9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

24. Annual Fee. The Company, on behalf of all of the Owners, shall pay an annual fee equal to $2,500. The fee shall be paid by the Company to the County once per year, on or after July 1st of each year this Agreement is in effect, within thirty (30) days of receipt of an invoice from the County. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.672 and by the Council created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.

25. Termination. This Agreement shall be in full force and effect until December 31 of the last tax year in which exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all parties hereto shall terminate.

26. Valuation Challenges. The Company, on behalf of itself and all of the Owners, hereby agrees that the Company and any other Owner shall not initiate proceedings pursuant to R.C. Section 5715.19 for any tax years in which the land or building is subject to exemption under this Agreement absent any of the conditions set forth in R.C. Section 5715.19(A)(2) that would permit a second filing within a single interim period or, if as a result of a clerical error or other circumstance beyond the control of the Company, the value of any portion of the Project site is materially misstated for non-market reasons in the reasonable opinion of the Company or other Owner, in which case the Company or other Owner shall provide the School District with sufficient notice prior to the initiation of such proceedings to allow the School District to participate in the proceedings.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _______________, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

APPROVED AS TO FORM:

____
Licking County, Ohio Prosecutor

TPA GROUP, LLC, a Georgia limited liability company

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

STATE OF ________,

COUNTY OF ____________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of ________, ____, by _________________, the ________ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

____
Notary Public

STATE OF ________,

COUNTY OF ____________, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of __________, ____, by _______________, the ______________ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

____
Notary Public

[Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the County within fifteen (15) days of execution.]

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Southwest Licking Local School District approves this Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By:______________________________________

Print Name: _______________________________

Title:_____________________________________

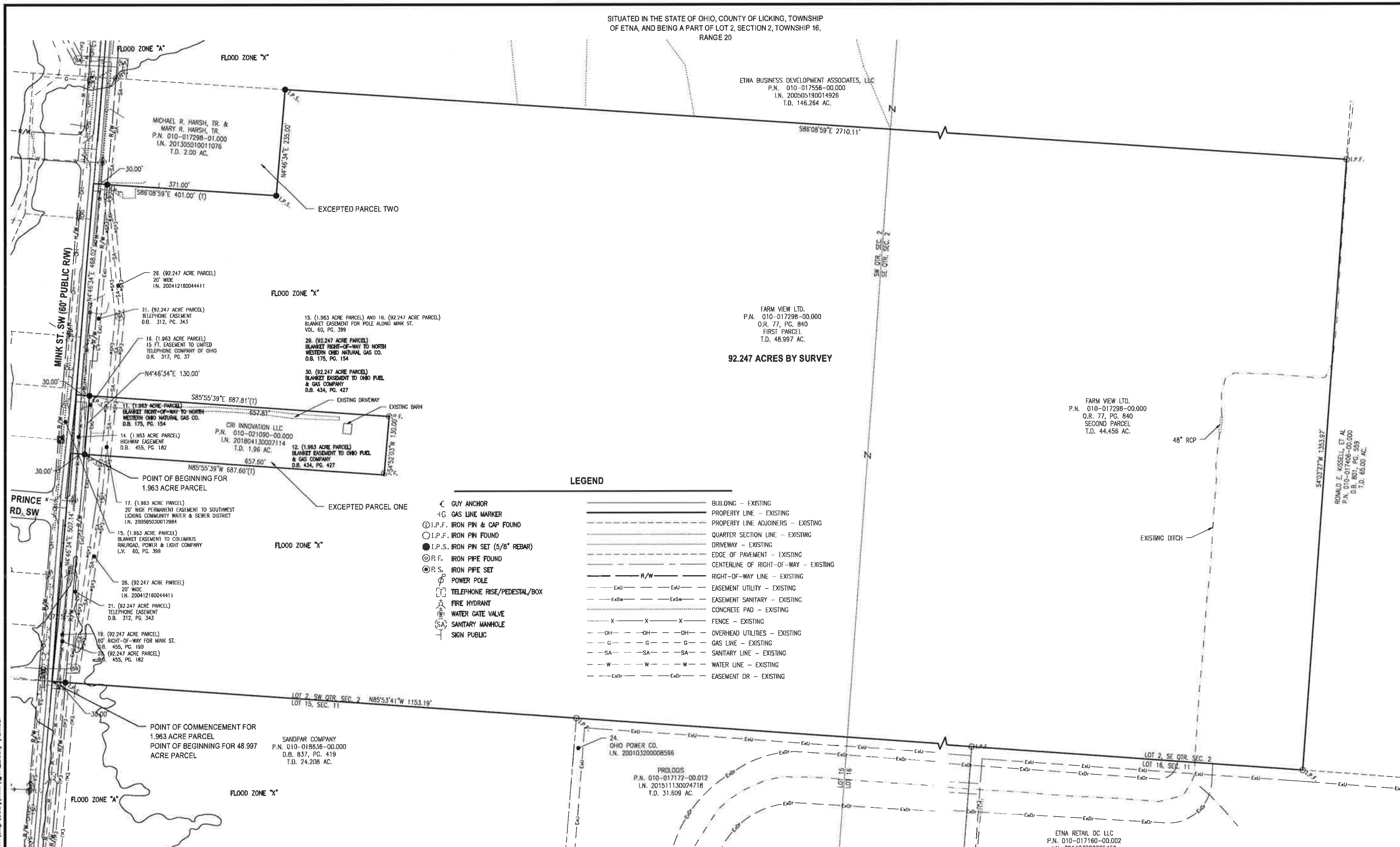
Date:_____________________________________

EXHIBIT A
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

Map and Description of Project Site

The Project Site is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-017298-00.000
010-021090-00.000



SURVEYOR NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

DATE OF FIELD WORK: 2/15/19
EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREIN ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, SOUTH SYSTEM, NAD83, GEOID12A.

NOTES:

THERE HAS BEEN NO CURRENT EARTH WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT DATE OF SURVEY.
THERE IS NO EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON SURVEYED SITE.

CURRENT ZONING: M-1 (LIGHT MANUFACTURING)
SETBACKS:
FRONT = 50 FOOT
SIDE = 30 FOOT
REAR = 25 FOOT

FIRM COMMUNITY PANEL No.: 39089C0426J, 39089C0427J AND 39089C0430J
FLOOD ZONE: 'X' & 'A'
EFFECTIVE DATE: 05/02/2007

HORIZONTAL SCALE IN FEET

DRAWN KTB
CHECKED JLV
DATE 2/22/2019

HULL
Environment / Energy / Infrastructure

FARM VIEW LTD
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALTA/NSPS LAND TITLE SURVEY

JOB NUMBER: TGP001

1 OF 2

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

LEGAL DESCRIPTION FOR 92.247 ACRE PARCEL;

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section, 2, Township 16, Range 20, of the Refugee Tract, and being all of that 44.456 acre tract (Parcel No. 010–017298–00.000), and all of that 48.997 acre tract (Parcel No. 010–017298–00.000) as conveyed to Farm View Limited in Official Record Volume 77, Page 840, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 92.247 acre tract being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Mink Street with the southerly line of said Lot 2, and the northerly line of Lot 15, and also being the southwest corner of the said 48.997 acre tract, and the northwest corner of a 26.866 acre tract (Parcel No. 010–018636–00.000) as conveyed to Sandpar Company in Deed Volume 837, Page 419;

Thence along the centerline of Mink Street, North 4°46'34" East, 507.14 feet to a point;

Thence leaving said centerline of Mink Street and along the southerly line of a 1.963 acre tract as conveyed to CRI Innovation, LLC, in Instrument Number 201804130007114, South 85°55'39" East, passing an iron pin set at 30.00 feet a total distance of 687.60 feet to a point at the southeast corner of said 1.96 acre tract;

Thence northerly along the easterly line of said 1.963 acre tract, North 4°52'03" East, passing over a 3/4–inch iron pipe found at 3.84 feet, a total distance of 130.00 feet to a 3/4–inch iron pipe found at the northeast corner of said 1.963 acre tract;

Thence westerly along the northerly line of said 1.963 acre tract, North 85°55'39" West, passing an iron pin set at 657.81 feet a total distance of 687.81 feet to a point in the centerline of Mink Street;

Thence northerly along the centerline of Mink Street, North 4°46'34" East, 468.02 feet, to the southwest corner of a 2.00 acre tract as conveyed to Michael R. & Mary R. Harsh Trustees in Instrument Number 201305010011076;

Thence leaving said centerline of Mink Street and along the lines of said 2.00 acre tract the following two (2) courses and distances:

South 86°08'59" East, passing an iron pin set at 30.00 feet, a total distance of 401.00 feet to an iron pin set;

North 4°46'34" East, 235.00 feet to an iron pin set on the southerly line of a 146.264 acre tract as conveyed to Etna Business Associates, LLC., in Instrument Number 200505190014926;

Thence easterly along the southerly line of said 146.264 acre tract, South 86°08'59" East, 2710.11 feet to a 5/8" iron pin found at the southeast corner of said 146.264 acre tract and the westerly line of a 65.00 acre tract as conveyed to Ronald E. Kissell in Deed Volume 801, Page 559;

Thence southerly along the westerly line of said 65.00 acre tract South 4°03'27" West, 1353.97 feet to an iron pin set on the northerly line of a 92.802 acre tract as conveyed to Etna Retail DC, Inc., in Instrument Number 201403280005459;

Thence westerly along the northerly line of said 92.802 acre tract and the northerly line of a 75.976 acre tract as conveyed to Prologis in Instrument Number 201411070022158, North 85°53'33" West, 1974.71 feet, to an iron pin set at the northeast corner of said 26.866 acre tract;

Thence westerly along the northerly line of said 26.866 acre tract North 85°53'41" West, passing an iron pin set at 1123.19 feet, a total distance of 1153.19 feet to the Point of Beginning and containing 92.247 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

TITLE COMMITMENT FOR 92.247 ACRE PARCEL;

From Talon Title Agency, LLC, Commitment Number 19629006–TCM with the Effective Date of January 18, 2019 @ 8:00 am

13. Any inaccuracy in the area, square footage, or acreage of land described herein or on attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

14. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

15. Intentionally omitted.

16. Easement to The Columbus Railway, Power & Light Company of record as set forth in Lease Record 60, Page 399. Along County Road 41 (Mink Street). DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

17. Intentionally omitted.

18. Easement to The Ohio Power Company of record as set forth in Deed Book 349, Page 410. DOES NOT APPLY TO SURVEY SITE.

19. Easement to County of Licking of record as set forth in Deed Book 455, Page 190. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

20. Easement to County of Licking of record as set forth in Deed Book 455, Page 182. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

21. Easement to United Telephone Company of Ohio of record as set forth in Official Record 312, Page 343. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

22. Intentionally omitted.

23. Intentionally omitted.

24. Intentionally omitted.

25. Intentionally omitted.

26. Easement to Southwest Licking Community Water and Sewer District of record as set forth in Instrument No. 200412160044411. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

27. Intentionally omitted.

28. Encroachment of driveway over northwest property line as shown on the survey prepared by Hull & Associates, Inc., dated ______________, 2019, as Job No. TGP001.

29. Easement of record in Volume 175, Page 154. BLANKET EASEMENT, DOES APPLY TO SURVEY SITE.

30. Easement of record in Volume 434, Page 427. BLANKET EASEMENT, DOES APPLY TO SURVEY SITE.

TITLE POLICY FOR 1.963 ACRE PARCEL;

From First American Title Insurance Company
Commitment Number NCS–944610–ATL with the Effective Date of January 30, 2019 @ 7:00 am

10. Easement and Restrictions reserved in deed from Norbert W. Tornes and Mary F. Tornes to Clyde Greer and Mary A. Greer recorded November 5, 1971 in/as Deed Book 680, Page 356 of Licking County Records. APPLIES TO SURVEY SITE.

11. Easement(s) disclosed by document recorded February 3, 1900 in/as Deed Book 175, Page 154 of Licking County Records.
APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

12. Right–of–Way Easement to The Ohio Fuel Gas Company recorded October 17, 1951 in/as Book 434, Page 427 of L9icking County Records.
APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

13. Right of Ingress to an Egress from Lee B & Traverse Palmer to The Columbus Railway, Power and Light Company record October 5, 1935 in/as Deed Book 313, Page 463 of Licking County Records.
DOES NOT APPLY TO SURVEY SITE, POLE LINE ALONG COUNTY ROAD 30 (REFUGEE ROAD).

14. Easement for Highway Purposes from Anna M. Harsh to Licking County recorded December 23, 1953 in/as Deed Book 455, Page 182 of Licking County Records.
DOES NOT APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS, (EXISTING ROAD RIGHT–OF–WAY).

15. Easement from L.B. & Traverse Palmer to The Columbus Railway, Power & Light Company recorded January 8, 1932 in/as Volume 60, page 399 of Licking County Records.
APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

16. Easement from Clyde E. Greer and Mary Anne Greer to United Telephone Company of Ohio recorded April 10, 1990 in/as Deed Book 317, Page 37 of Licking County Records.
APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

17. Affidavit of Facts, filed for record may 03, 2005, and recorded Instrument No. 200505030012984 of Licking County Records.
APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS

VICINITY MAP – NOT TO SCALE

LEGAL DESCRIPTION FOR 1.963 ACRE PARCEL

Exhibit "A"

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010–021090–00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, South 85°53'41" East, 30.00 feet to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, North 4°46'34" East, 507.15 feet to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the Point of Beginning for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, North 4°46'34" East, 130.00 feet to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4–inch iron pipe found;

South 4°52'03" West, passing over a 3/4–inch iron pipe found at 126.16 feet, a total distance of 130.00 feet; and ...

North 85°55'39" West, 657.60 feet to the Point of Beginning and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

CERTIFICATION

To: TPA Acquisitions 1, LLC, First American Title Insurance Company, Talon Title Agency, LLC, its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS adopted on February 23, 2016. The field work was completed on 02/15/19

The survey correctly shows the zone designation of any area as shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report.

The Subject property has ingress and egress to and from Mink Street.

DATE OF SURVEY 00/00/19

DATE OF LAST REVISION ______________

JEREMY L. VAN OSTRAN, PS 8283

HORIZONTAL SCALE IN FEET 0 100 200

DRAWN KTB | CHECKED JLV | DATE 2/11/2019

DATE | PLAN ISSUE/REVISION | NO.

HULL
Environment / Energy / Infrastructure

FARM VIEW LTD
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALTA/NSPS LAND TITLE SURVEY

JOB NUMBER: TGP001

2 OF 2

EXHIBIT B.1
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Initial Assignment Intra-Affiliated Group or to Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); ___________, a ____________________ (the "Company") and _______________________________, a ___________________________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC ("TPA") and the County, made effective _________________ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the "Resolution"), designated the area specified in the Resolution as the Etna Township #3 Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. ______, adopted ___________, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on________________, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on ________________, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are
not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

3. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

____
____
____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of ______________, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:___________________________________

Print Name: ____________________________

Title:__________________________________

APPROVED AS TO FORM:

____
Licking County, Ohio Prosecutor

COMPANY

_____________, a ____________

By:___________________________________

Print Name: ____________________________

Title:__________________________________

SUCCESSOR

____________, a ___________________

By:___________________________________

Print Name: ____________________________

Title:__________________________________

<u>EXHIBIT A</u>
<u>TO ASSUMPTION AGREEMENT</u>

Copy of CRA Agreement

(attached hereto)

<u>EXHIBIT B</u>
<u>TO ASSUMPTION AGREEMENT</u>

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT B.2
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the "County"); ____________________, a ________________ (the "Company") and _____________, a _____________ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC, an Ohio limited liability company ("TPA"), predecessor-in-interest to the Company, and the County, made effective _______________ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the "Resolution"), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the "CRA") and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. ___________, adopted _____________, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on__________________, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__, the Company succeeded on ________________, 20__ to the interest of TPA in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____________, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of TPA in and to the CRA Agreement with respect to the Transferred Property; and

WHEREAS, by virtue of that certain ______________________ dated as of _____________, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on ________________, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 (“Provision of Information”), Section 9 (“Payment of Non-Exempt Taxes”), Section 12 (“Certification as to No Delinquent Taxes”), and Section 23 (“R.C. Section 9.66 Covenants”).

2. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

____
____
____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of ______________, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

APPROVED AS TO FORM:

____
Licking County, Ohio Prosecutor

COMPANY

_____________, a ____________

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

SUCCESSOR

____________, a ___________________

By:_____________________________________

Print Name: ______________________________

Title:____________________________________

<u>EXHIBIT A</u>
<u>TO ASSUMPTION AGREEMENT</u>

Copy of CRA Agreement

(attached hereto)

<u>EXHIBIT B</u>
<u>TO ASSUMPTION AGREEMENT</u>

Copy of the Initial Assignment

(attached hereto)

<u>EXHIBIT C</u>
<u>TO ASSUMPTION AGREEMENT</u>

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Execution Copy

Exhibit B to DC Agreement

Form of JEDD Contract

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1)

AMENDMENT NO. 2

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

_________________, 2019

Execution Copy

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 2

This Joint Economic Development District Contract, Amendment No. 2 (hereafter "Amended Contract No. 2") entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of _______________, 2019, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township, Licking County, Ohio ("Township") a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the ("Contracting Parties").

WITNESSETH:

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit "A" (hereafter "Original JEDD Contract"), and further entered into an Amended Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit "B" (hereafter, "Amended Contract No. 1");

WHEREAS, the Township and the City now desire to amend said Original JEDD Contract to add to the territory of the District; and

WHEREAS, the territory to be added to the District is comprised of property consisting of approximately 1.963 acres depicted on Exhibit "C", and more particularly described on Exhibit "D", both of which Exhibits are attached to this Amended Contract No. 2 and incorporated herein by reference (hereafter the "Property"); and

WHEREAS, the parties intend to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. The Township and City agree that all other terms and conditions set forth in said Original JEDD Contract shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract, the City and Township agree and bind themselves, their agents, employees and successors as follows:

1. Pursuant to Section 2.4 of the Original JEDD Contract, the Contracting Parties hereby agree to add the Property set forth and described on Exhibits “C” and “D” attached hereto.

2. The Contracting Parties hereby agree to delete Section 4.2.2. of the Original JEDD Contract in its entirety and replace it with the following paragraph:

    4.2.2. From the Net Revenue:

        4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

        4.2.2.2. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

        4.2.2.3. To the Career and Technology Centers of Licking County (C-TEC), five percent (5%) for the same term as payment is made to the Southwest Licking School District (SWLSD) as set forth in Section 4.3 of the original JEDD Contract, then said five percent (5%) payment to C-TEC shall cease and terminate and such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof;

        4.2.2.4. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the TPA Project Area only. Thereafter, upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall be ten percent (10%) of the Net Revenue.

        4.2.2.5. Five percent (5%) to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 4 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.

4.2.2.6. To Etna Township, an amount equal to the Net Revenue minus the sum of the amounts determined under Section 4.2.2.1, 4.2.2.2, 4.2.2.3, and Section 4.2.2.5. hereof.

3. The contracting parties hereby agree to insert the following sentence at the end of **Section 4.3. SWLSD Payment** of the original JEDD Contract, as follows:

"Upon completion and payment in full under this Section to the SWLSD, then said SWLSD Payment shall cease and terminate and shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof."

4. All other terms and conditions contained within the Original JEDD Contract shall remain in full force and effect.

5. This Amended JEDD Contract shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS AMENDED JEDD CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

____

By: John J. Carlisle, President

Date: __________________

Resolution No. ___________

APPROVED AS TO FORM:

____

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

____

By: Bradley L. McCloud, Mayor

Date: ____________________

Ordinance No. _____________

APPROVED AS TO FORM:

____

James E. Hood, Esq.

City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

____
By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak
Reynoldsburg City Auditor

Exhibit C to DC Agreement

Form of Amended TIF Resolution

IN THE MATTER OF AMENDING RESOLUTION NO. 15-12-19-03 TO ADD ADDITIONAL PROPERTY AND MAKING RELATED AUTHORIZATIONS

The Board of Trustees of Etna Township, Licking County, Ohio met in a regular meeting on _____________, 2019 at 81 Liberty Street with the following members present:

John Carlisle, President   Randy Foor, Vice-President   Jeff Johnson, Trustee

Trustee John Carlisle moved the following:

WHEREAS, Ohio Revised Code ("R.C.") Sections 5709.73, 5709.74 and 5709.75 (the "TIF Statutes") provide that this Board of Township Trustees (this "Board") may, under certain circumstances, declare Improvement to real property located within the unincorporated area of Etna Township (Licking County), Ohio (the "Township") to be a public purpose, exempt a percentage of such Improvement from real property taxes, identify certain public infrastructure improvements that are a public purpose and, once made, will directly benefit that real property, provide for payments in lieu of taxes by the owners of the real property, and establish a township public improvement tax increment equivalent fund; and

WHEREAS, pursuant to the authority granted under the TIF Statutes, the Board of Trustees (the "Board") of the Township passed Resolution No. 15-12-19-03 (the "Original TIF Resolution") on December 19, 2015, which Original TIF Resolution included as Exhibit A descriptions of the property to be subject to the tax increment financing approved in the Original TIF Resolution (the "Property"); and

WHEREAS, in the Original TIF Resolution, the Board approved the execution of a Development and Compensation Agreement among Licking County (the "County"), the City of Reynoldsburg (the "City"), the Township and Prologis (the "DC Agreement"); and

WHEREAS, TPA Group, LLC ("TPA") has proposed to develop a portion of the Property, along with a parcel of property that was not included as part of the Property in the Original TIF Resolution (the "Additional Property"); and

WHEREAS, with respect to the portion of the Property to be developed by TPA, which includes the Additional Property (collectively, the "TPA Property"), it will be necessary to execute a DC Agreement that is different from the one approved in the Original TIF Resolution; and

WHEREAS, this Board desires to amend the Original TIF Resolution through the passage of this Resolution to (i) add the Additional Property to the description of the Property contained in Exhibit A to the Original TIF Resolution; and (ii) approve the DC Agreement with TPA that is necessary for the development of the TPA Property; and

WHEREAS, the Township sent notice of this Board's intent to approve this Resolution to the Board of Education of the Southwest Licking Local School District (the "School District") and the Board Education of the Career and Technology Education Centers of Licking County (the "JVSD"), or such notice has been waived, in accordance with R.C. Sections 5709.73(D) and 5709.83; and

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

WHEREAS, pursuant to a resolution adopted on April 18, 2019, the Board of Education the School District approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83; and

WHEREAS, pursuant to a resolution adopted on December 19, 2018, the Board of Education of the JVSD approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Etna Township (Licking County), Ohio, that:

Section 1. Exhibit A to the Original TIF Resolution is hereby deleted in its entirety and replaced with Exhibit A to this Resolution.

Section 2. Section 3 of the Original TIF Resolution is hereby deleted in its entirety and replaced with the following:

> "Subject to the provisions of Section 7 hereof, one hundred percent (100%) of the increase in the assessed value of the Property after the effective date of this Resolution (which increase in assessed value is an "Improvement" as defined in R.C. Section 5709.73, but which Improvement shall not include the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempted under the CRA Agreement) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel on the earlier of (a) the first tax year in which an Improvement due to the construction of a structure on the Parcel first appears on the tax list and duplicate of real and public utility property or (b) tax year 2025 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Township can no longer require service payments in lieu of taxes."

Section 3. This Board hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.75, the TPA Account (the "Account") of the Etna Township Public Improvement Tax Increment Equivalent Fund, into which shall be deposited all of the Service Payments distributed to the Township with respect to the Improvement to the TPA Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.75 and as described in Section 4 of the Original TIF Resolution, except for amounts paid directly to the School District and JVSD as provided in Section 6 of the Original TIF Resolution, and hereby appropriates all of the moneys deposited in the Account from time to time to pay any costs of the Public Infrastructure Improvements, including but not limited to the payment of debt service on notes or bonds.

The Account shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 3 of the Original TIF Resolution (as amended by this Resolution), after which said Account shall be dissolved in accordance with R.C. Section 5709.75. Upon dissolution, any incidental surplus money remaining in the Account shall be disposed of as provided in R.C. Section 5709.75.

Section 4. The DC Agreement by and among the Township, the County, the City and TPA, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved, and the Board President or other designee of this Board is hereby authorized to execute and deliver the DC Agreement with such changes that are not inconsistent with this Resolution, are not substantially adverse to the Township and are approved by that representative, all of which shall be evidenced conclusively by the execution of the DC Agreement by that representative.

Section 5. Except as otherwise provided in Sections 1 – 4 of this Resolution, the provisions of the Original TIF Resolution shall remain in place as stated in the Original TIF Resolution.

Section 6. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

_____________________________ _______
_____________________________ ________
_____________________________ ________

The foregoing is a true and correct copy of a resolution adopted by the Board of Township Trustees of Etna Township (Licking County), Ohio, on _________, 2019.

Dated: ___________________, 2019

____
Walter Rodgers, Fiscal Officer
Etna Township (Licking County), Ohio

EXHIBIT A to Form of Amended TIF Resolution

PROPERTY

The Property is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-021090-00.000
010-017556-00.000
010-017298-01.000
010-017298-00.000
010-018636-00.000

Parcels 010-021090-00.000 and 010-01729-00.000 constitute the TPA Property.

EXHIBIT B to Form of Amended TIF Resolution

FORM OF DC AGREEMENT

(attached hereto)

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE:	**May 28, 2019**
TO:	**Development, Parks and Recreation Committee**
RE:	**Ordinance Appropriating Funds from Unappropriated General Fund to an Account in the Parks & Recreation Department**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Requesting sponsorship monies be appropriated into the following accounts:

Tomato Festival Sponsorship:

Service Supply LTD	$1,000	110.344.5339
Gilbane Building Co.	$2,500	110.344.5339
CT Consultants	$2,500	110.344.5339
YMCA	$ 250	110.344.5339
Brian's Automotive	$ 250	110.344.5339
Rey Visitors Bureau	$1,500	110.344.5339
Fairfield National Bank	$1,000	110.344.5339
Marabar Garden Club	$ 250	110.340.5213
Kim Ranney Photo	$1,240	110.340.5215

****

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

Amend to the redraft date of 5/28/19 as additional sponsorship monies have been received. Please appropriate into the following accounts within the Parks and Recreation Department:

Heartland Bank	$4,000	110.344.5339 (Tomato Fest & Comm Events)
Sleep Number	$ 300	110.340.5215 (Superhero Baseball)
Sleep Number	$ 500	110.344.5339 (Comm Events)

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE:	**May 28, 2019**
TO:	**Development Department**
RE:	**Designating the Reynoldsburg Community Improvement Corporation as an Agency of the City Under Ohio Revised Code Section 1724.10 and Authorizing the Execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak

This Ordinance is to replace create a Reynoldsburg Community Improvement Corporation, which will be known as the Reynoldsburg Development Alliance. This CIC will serve as an extension of the Development Department, and help with Land-Use Planning, Business Retention, Land Banking, and Community Improvement Projects.

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

ORDINANCE _____-19

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT.

WHEREAS, the Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, pursuant to Chapter 1724, Ohio Revised Code as it may hereinafter be amended (herein called the "*Act*"), there has been formed a corporation known as "Reynoldsburg Community Improvement Corporation", a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio; and

WHEREAS, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of said corporation; and

WHEREAS, it is hereby found and determined that the policy of this City is to promote the health, safety, morals and general welfare of its inhabitants through the designation by resolution of a community improvement corporation as the agency of the City for industrial, commercial, distribution and research development in the City; and

WHEREAS, any political subdivision which has designated a community improvement corporation as such agency may enter into an agreement with said corporation to provide any one or more services specified by Chapter 1724, Ohio Revised Code; and

WHEREAS, this Council has determined that it would be in the best interests of the City to approve and authorize the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the "*Agreement and Plan*"), all pursuant to Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Franklin, Fairfield and Licking Counties, Ohio, that:

Section 1. Designation of the Reynoldsburg Community Improvement Corporation. The Reynoldsburg Community Improvement Corporation is hereby designated as the agency of the City, for the industrial, commercial, distribution and research development of the City of Reynoldsburg, Ohio. The Mayor and Barth R. Cotner, At-Large Member of this Council, are hereby appointed to represent the City as members of the Board of Directors of the Reynoldsburg Community Improvement Corporation.

Section 2. Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between this City and the Reynoldsburg Community Improvement Corporation, in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the Mayor and City Auditor. The Mayor and City Auditor, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 3. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this

Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4. Effective Date. This ordinance is declared to be in full force and effect from and after the earliest period allowed by law.

Passed: _________________, 2019

Attest: ______________________________ ______________________________

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved: ______________________________

Mayor
Brad McCloud

Date: ___________________, 2019

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____-19 as passed by Council of said City on the _____ day of _____________, 2019 and as recorded in the Record of Proceedings of said Council.

____
April Beggerow, Clerk of Council

Filed with Mayor: ________________, 2019

Published: ________________, 2019

AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the "*Agreement*"), is being entered into as of the _____ day of _____________, 2019, by and between the CITY OF REYNOLDSBURG, OHIO (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "*State*"), and the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION (the "*CIC*"), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Ordinance No. _____-19 adopted on _____________, 2019 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the Mayor and the City Auditor of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. _____ adopted on _____________, 2019, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the "*Plan*"), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

a. Creates and preserves jobs and employment opportunities in the City and the State.

b. Improves the economic welfare of the people of the City and of the State.

c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.

d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.

e. Is consistent with social, economic and geographic factors present in the City.

f. Is not inconsistent with job needs and skills present in the City.

g. Is not inconsistent with environmental factors present in the City.

h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a "*Development Project*".

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the Mayor (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation ("*Employer*") which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. <u>Miscellaneous</u>.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve, maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Franklin, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this

Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION

By:_____________________________________
President

Attest:__________________________
Secretary

CITY OF REYNOLDSBURG, OHIO

By:_____________________________________
Mayor

Attest:__________________________
City Auditor

Approved as to form and correctness:

____
Director of Law