

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT (CEDA)

This **COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into so as to be effective on the last date of signature below (the “Effective Date”), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the “Township”), a political subdivision of the State of Ohio having an address at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, the Parties, which are neighboring communities in Licking County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio (the “State”); and

WHEREAS, the Parties seek to take a collaborative approach to fostering and supporting business and other types of growth, including specifically growth that is anticipated to occur on certain real property that is of common interest to them and located within the territorial boundaries of the Township, as generally depicted in **Exhibit A** (which, along with all other exhibits referenced herein, is attached hereto and incorporated herein by reference) (the “Cooperative District”); and

WHEREAS, Ohio Revised Code (“ORC”) Section 701.07 authorizes cooperative economic development agreements (“CEDAs”) to be entered into by townships and municipalities for the purpose of promoting and facilitating economic growth, and

WHEREAS, ORC Chapter 715 empowers municipal corporations and townships to establish a Joint Economic Development District, or “JEDD”, for the purposes of facilitating economic development by means of, among other things, providing for appropriate infrastructure and public services to support such growth and establishing an income tax to pay the costs thereof; and

WHEREAS, ORC Chapter 349 authorizes townships and municipalities to create New Community Authority (“NCA”) districts to encourage the orderly development of well-planned, diversified, and economically sound new communities, and further authorizes the board of trustees of the NCA to assess community development charges and/or assessments to furthering the purposes of the NCA district; and

WHEREAS, the Parties intend for this Agreement to serve as a CEDA between them; and

WHEREAS, the Parties intend to pursue the creation and application of one or more JEDDs to include portions of the Cooperative District and the Parties agree to cooperate in the establishment of such JEDDs; and

WHEREAS, the Parties agree that the City has the first right of refusal as to the City's participation as the municipal partner in the JEDD contract(s); and

WHEREAS, the Parties acknowledge that the Township intends to pursue the creation of one or more NCA districts in conjunction with all or part of the JEDD area(s), and within other portions of the Cooperative District; and

WHEREAS, the legislative authorities of the City and the Township each have approved, and authorized and directed the City and the Township, respectively, to enter into this Agreement in accordance with Ordinance No. _____, adopted by the City on _____, 2024, and Resolution No. _____, enacted by the Township on _____, 2024.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Township hereby agree as follows:

Section 1. Applicability; Term.

(a) Territory Subject to CEDA. The Parties agree that the real property to which this Agreement will apply is the Cooperative District. Within the Cooperative District, all development, redevelopment, uses, public infrastructure improvements, and provision of services shall comply with the provisions of this Agreement. The area of the Cooperative District may be expanded, enlarged, reduced, or otherwise modified as may be agreed upon by the Township and City in a written amendment to this Agreement.

(b) Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law. This Agreement shall be effective from the Effective Date through the fiftieth (50) anniversary of the first date when the first JEDD Agreement within the Cooperative District is fully executed and becomes legally effective (the "Term"). Additionally, this Agreement shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original Agreement and each additional term. A termination of this Agreement shall not serve to terminate any JEDD Agreement or any other agreements that directly or indirectly pertain or relate to a JEDD or an NCA, it being the Parties' intent that those agreements shall only be permitted to be terminated in

accordance with their respective terms. The Term of this Agreement recognizes that the accrual of maximum benefits to the Parties from this Agreement may take a significant amount of time.

(c) Mutual Decision to Terminate. Notwithstanding the foregoing in Section 1(b), this Agreement may be terminated at any time by mutual consent of Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such termination to be effective, the legislative actions of the Parties that serve to terminate this Agreement must occur and be effective within a period of ninety (90) days of one another.

Section 2. Annexation Prohibition. In addition to the other purposes which it serves, this Agreement shall be considered an Annexation Agreement pursuant to ORC Section 709.192. While this Agreement is effective, City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the Cooperative District into its municipal boundaries; provided, however, this prohibition shall not apply if the Board of Trustees of the Township adopts a resolution consenting to the commencement of the proceeding. To the extent permitted by law, the City shall not accept any such annexation within the Cooperative District while this Agreement is effective.

Section 3. JEDD. The Parties agree to pursue all actions which are necessary to create the various JEDDs. The Parties will, from time-to-time and as necessary to accommodate proposed development, cooperate with regard to expanding the JEDDs pursuant to ORC Section 715.72(L). The Parties also intend to pursue additional separate and distinct JEDDs to include additional portions of the Cooperative District, and the Parties agree that each JEDD contract shall be significantly in the form as the JEDD Template attached hereto as **Exhibit B**. The Parties agree that, as a condition precedent to commencing commercial or industrial development or redevelopment of any real property within the Cooperative District, the owner of the real property on which the development or redevelopment is to occur shall be required to consent to having its real property added to a new or then-existing JEDD (as applicable) so that it will be subject to all provisions, requirements, and obligations of the JEDD Template. The Parties agree that (i) no establishment, modification, or expansion of an agricultural use or (ii) the construction, reconstruction, renovation, or expansion of a single residential dwelling unit on a tax parcel existing as of the Effective Date and equal to or greater than one (1) acre in size shall trigger a requirement for a property owner or property to join or be included in a JEDD. This Agreement shall not be interpreted to prohibit the Parties from adding any real property that is located outside of the Cooperative District, but only if they mutually agree to such an addition.

Subject to any required reviews of and approvals by their respective legislative authorities as contemplated under ORC Section 715.72, the Parties will take all steps necessary to create and enter into the JEDD Agreements. Notwithstanding the foregoing, the Parties recognize that the applicable statutory procedures may result in modifications to the form of a JEDD Agreement. The Parties may provide for such modifications if they are mutually acceptable to the Parties, without the need to modify this Agreement. Upon receipt of final legally effective approvals of a JEDD Agreement and its full execution, the executed JEDD Agreement shall be binding upon the

Parties regardless of whether or not its form materially differs from that which is attached hereto as **Exhibit B**.

The primary purposes of each JEDD will be to (a) facilitate the funding of the construction, operation, maintenance, repair, and replacement of new public infrastructure improvements to serve real property which is contained within that JEDD, and/or the funding of upgrades, enhancements, and/or modifications to existing public infrastructure improvements which serve such real property, as permitted under and as contemplated by a JEDD Agreement, (b) upgrade Township facilities, and (c) provide the Township with a new and continuing revenue source for its operational and capital investment needs. The aforementioned public infrastructure improvements (the “Public Infrastructure Improvements”) shall include but not be limited to public streets; water lines; sanitary sewer lines; stormwater management infrastructure; leisure paths; landscaping within right-of-way; acquisition of land for public purposes (such as but not limited to parks and open spaces); Township facilities, gas, electric and communications services infrastructure; fiber optics lines; similar or other quasi-public or private utilities; and similar or related improvements relating to any of the foregoing.

Section 4. Incentives. Throughout the term of this Agreement and to the extent permitted by applicable law, Township shall be permitted to grant tax exemptions to private property owners within any JEDD Area pursuant to the ORC provisions referenced in ORC Section 715.72(U) or other provisions of Ohio law, such as but not limited to tax exemptions provided through the creation of tax increment financing districts or Enterprise Zones pursuant to ORC Chapter 5709, or Community Reinvestment Areas pursuant to ORC Chapter 3735. To the extent that a tax exemption contemplated in this Section requires action by, or the consent or approval of, any other governmental body, agency, or entity (for example Licking County or the State of Ohio), the Parties agree to work cooperatively and in good faith to support the pursuit and attainment of such action, consent, and/or approval.

Section 5. New Community Authority. In order to provide additional means to fund public infrastructure improvements, throughout the term of this Agreement and to the extent permitted by applicable law, the Township shall be permitted to pursue the creation of one or more NCAs for any portion of the Cooperative District. Unless a final development plan has already been approved by the Township under the provision of a Township Overlay District, the Township agrees to require, as a condition of approval of a rezoning of real property or approval of any final development plan within the Cooperative District.

Township shall diligently pursue the approval of each NCA Petition by the Commissioners, and City agrees to provide its reasonable support thereof, including, without limitation, providing a representative to attend any hearing(s) before the Commissioners relating to the formation and administration of the NCA.

Section 6. Public Infrastructure.

(a) Water and Sanitary Sewer Services. City shall have no right or obligation to provide, construct and/or pay any cost related to the connection of water services and/or sanitary sewer services to the Cooperative District. The Township shall have the right to enter into one or more agreements with one or more water service and/or sanitary sewer service providers (each, a “Service Provider”), as it determines in its sole discretion, for the purpose of providing water service and/or sanitary sewer services to the Cooperative District. The Parties recognize that the Township has already established the Southwest Licking Community Water and Sewer District as the exclusive water and sanitary sewer service provider in the Township, unless otherwise agreed by the Township. In the event the Township desires to seek water service and/or sanitary sewer service from the City of Columbus, the Township shall only seek the connection of water services and/or sanitary sewer services to the Cooperative District from the City of Columbus with the prior written notice to and written approval of the City.

(b) Other Public Infrastructure Improvements. The Parties may collaborate to facilitate the funding of the construction of new Public Infrastructure Improvements (as such term is defined in the JEDD Agreement) and/or upgrades, enhancements, and /or modifications to existing Public Infrastructure using funds produced from the JEDD, the NCA, and any other legally permissible source, when necessary or mutually desirable as determined by the Parties to further economic development and/or mixed-use development within the Cooperative District.

Section 7. Services. The Parties agree to the provision of services within the Cooperative District as follows:

(a) Police Protection. Police and law enforcement services within the Township are provided by the Licking County Sheriff’s Office. Police and law enforcement services within the Cooperative District shall be provided in the same manner as other unincorporated areas of the Township, and subject to any mutual aid agreement between the Licking County Sheriff’s Office and the City and/or others.

(b) Fire and EMS. Fire protection services and emergency management services (“EMS”) within the portion of the Township within which the Cooperative District is located are provided by the Monroe Township Fire Department and West Licking Joint Fire District. Fire protection services and EMS within the Cooperative District shall be provided in the same manner as if this CEDA were not effective, and subject to any mutual aid agreements between Monroe Township Fire Department and the West Licking Joint Fire District (or such other entity that may provide fire protection) and other fire protection service and EMS providers.

(c) Street Maintenance. Maintenance and repair of public streets and related improvements shall be the responsibility of the Township (or Licking County, where applicable), unless the City and Township enter into a maintenance agreement, in writing, whereby, the City is responsible for the maintenance and repair of public streets and/or related improvements. The JEDD, the NCA, and/or any other legally permissible source shall be permitted to provide funding for street maintenance costs within the Cooperative District, if allowed under applicable law.

(d) Zoning and Planning. Township shall apply and administer all zoning regulations within the Cooperative District. However, within sixty (60) days following the full execution of the JEDD Agreement, the Parties shall jointly engage a planning firm to be determined by the Township and the City to create a long-range recommended land use plan and general architectural standards for properties within the Cooperative District (a “Land Use Plan”). Such Land Use Plan shall be reviewed and updated no later than five (5) years after adoption and every five (5) years thereafter, unless both Parties agree in writing on or about the five (5) year anniversary that an update is not required. In no case shall the Parties fail to update the Land Use Plan for more than seven (7) years. The Parties shall work cooperatively and in good faith to finalize such Land Use Plan on or before the date that is exactly one (1) year following the full execution of the first JEDD Agreement within the Cooperative District, as evidenced by the approval of resolutions by each of the Jersey Township Board of Trustees and New Albany City Council. Until the Land Use Plan is developed and implemented, the City’s Strategic Guidelines shall be utilized by the Township in the Cooperative District when administering rezoning or preliminary or final development plan approval requests. Once approved, the Land Use Plan shall be referenced, considered and applied by the Township for particular properties within the Cooperative District. Prior to approval of any application as part of a rezoning or preliminary or final development plan approval, the Township shall forward such application and related plans and materials to the City for review and analysis. The Township Administrator, and if requested by the Township Administrator, the Township Zoning Inspector, shall meet with representatives of the City regarding its formal opinion related to the development and architectural standards submitted as a part of a rezoning or preliminary or final development plan to confirm such application is consistent with the Land Use Plan. The Township shall consider and incorporate the formal opinion and related recommendations of the City as part of the zoning review and process as set forth in the Township Zoning Resolution. If the Township Administrator disagrees with the formal opinion and/or recommendations of the City, he shall notify the City in writing with a rationale and explanation. In the event the representatives of the City and the Township Administrator disagree regarding the application of the Land Use Plan to an application for a rezoning or preliminary or final development plan approval submitted to the Township, the Township Administrator shall meet with the appropriate representatives of the City within fourteen (14) calendar days in order to attempt to resolve the disagreement. In the event the representatives of the City and Township Administrator are unable to resolve their disagreement regarding the City’s formal opinion and related recommendations concerning the application of the Land Use Plan, the City Manager and Township Administrator shall meet for the purpose of resolving the dispute. During the meeting between the City Manager and Township Administrator, the City Manager may bring one (1) representative of City Council and the Township Administrator may bring one (1) representative from the Board of Trustees. In the event the City Manager and Township Administrator are unable to reach an agreement, prior to the approval of any rezoning or development plan by the Township, the City may request the use of mediation with an agreed upon third-party to resolve the dispute concerning the application of the standards in the Land Use Plan. In the event mediation is unsuccessful, the Township Trustees may take action. The Parties shall update and modify the Land Use Plan from time-to-time as outlined above upon the passage of resolutions approving the same by each of the Jersey

Township Board of Trustees and New Albany City Council. In the event of multiple unsuccessful mediation efforts and/or failures by the Township to adhere to the recommendations of the City, the City may declare a breach of this Agreement consistent with Section 9, Paragraph G, and follow the procedures outlined therein. Further, The Township affirmatively recognizes repeated breaches related to the application of the Land Use Plan by the Township and/or repeated failures to adhere to the recommendations of City Staff as determined by the City shall constitute a breach of this Agreement as outlined in Section 9(g) below. However, the City's failure to raise any alleged breach shall not be construed as a consent, or waiver, to or of any other breach of the same or any other covenant, condition or duty to be observed by the Township during the effective dates of this Agreement

Prior to and after the adoption of the Land Use Plan, Township agrees to notify the City Manager, or designee, of any rezoning, development plan, variance, conditional use, or other land use entitlement applications that are filed by property owners or other applicants for property located within the Cooperative District and to provide a reasonable time for the City to provide its comments on the same.

Section 8. Contributions. In furtherance of the initiatives set forth in this Agreement, the Parties acknowledge that certain costs will be incurred. To this end, City and Township agree to pay the following costs pursuant to the Schedule of Contributions attached hereto as **Exhibit C**:

(a) For consultants for the creation of the Land Use Plan, City shall pay costs not to exceed \$200,000 and Township shall pay costs not to exceed \$50,000. Which shall be reimbursed to the City and Township pursuant to the agreed upon reimbursement schedule set forth in Exhibit C. In the event the cost of the Land Use Plan exceeds the estimated \$250,000, City and Township shall each contribute funding proportionately as 80% from the City, 20% from the Township subject to the approval of both the Jersey Township Board of Trustees and New Albany City Council following the receipt of a written summary of the estimate of the additional costs.

Following the execution of this Agreement and upon request from the Township, the City may contribute funds, at its sole discretion, to the Gateway Community Improvement Corporation "CIC". The Parties recognize and agree that the CIC is the economic development entity of the Township, and as such, the Parties agree that providing funding assistance to the CIC helps to further the intent of this Agreement.

Nothing in this Section 8 shall prevent the Parties, upon mutual agreement, from increasing the contribution requirements in sub-section 8a should additional funding be needed in one sub-section and additional funds are available in another sub-section.

The City's contributions as set forth in the above Sections 8a shall be reimbursed to the City according to the schedule in **Exhibit C**. Nothing in this Section 8 shall prevent the Township from contributing funding to the City to repay those City contributions within an earlier timeframe.

Section 9. Miscellaneous Provisions.

(a) Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

The Township at:
Jersey Township Board of Trustees
Attn: Fiscal Officer
1481 Mink Street SW
Pataskala, Ohio 43062

With a copy to:
Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

The City at:
City of New Albany
Attn: City Manager
99 W. Main Street
New Albany, Ohio 43054

With a copy to:
Benjamin Albrecht, Esq.
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054

(b) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and the Township, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Township. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(c) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(d) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Facsimiles or copies of signatures (in.PDF or any other form) shall be considered to be original signatures.

(f) Further Actions. The Parties agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

(g) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within ninety (90) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the ninety (90) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations or it may terminate this Agreement by providing notice of termination to all Parties. In the event the City acts to terminate this Agreement due to repeated breaches related to the application of the Land Use Plan by the Township and/or repeated failures to adhere to the recommendations of City Staff, the Township shall pay a penalty to the City in an annual amount equal to fifty percent (50%) the value of the annual revenue distributed to the Township in the JEDD during the operating period of the JEDD and/or any agreed upon or otherwise designated period. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(h) Amendments and Modifications. Except as otherwise provided herein, this Agreement may be amended by the Parties only in writing and only following formal legislative approval of such amendment by both the Township Board of Trustees and New Albany City Council.

(i) Subject to Appropriation. The financial obligations of the City and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under ORC Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the City and Township, respectively, under this

Agreement shall, to the extent funds are then available, be under the continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be executed by their duly authorized officers so as to be effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee

By: _____
Joseph Stefanov, City Manager

By: _____
Jeff Fry, Trustee

Approved as to form:

By: _____
Ben Pieper, Trustee

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

[Township Fiscal Officer Certificate to Cooperative Economic Development Agreement]

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2024 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such 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.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 2024

EXHIBIT A to CEDA

Cooperative District

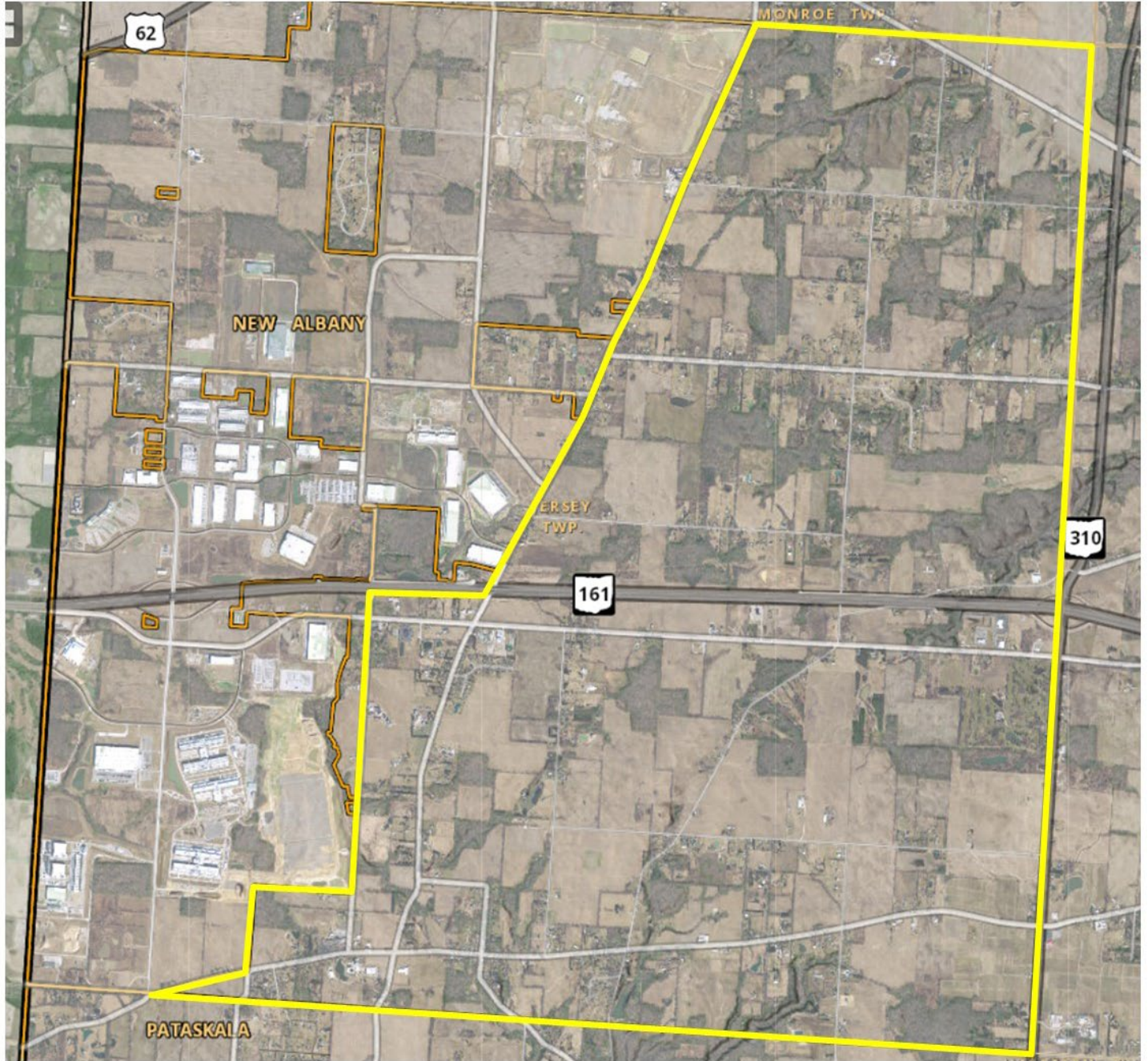


EXHIBIT B to CEDA

DRAFT JEDD Agreement

Exhibit B to
CEDA

JOINT ECONOMIC DEVELOPMENT DISTRICT NO. (JEDD) AGREEMENT

This Joint Economic Development District Agreement (this “Agreement”) is entered into on the last date of signature below (the “Effective Date”), by and between **JERSEY TOWNSHIP, LICKING COUNTY, OHIO** (the “Township”), a political subdivision of the State of Ohio having an address for the purposes hereof at 1481 Mink Street SW, Pataskala, Ohio 43062, and the **CITY OF NEW ALBANY, OHIO** (the “City”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 99 W. Main Street, New Albany, Ohio 43054. Township and City may be referred to herein individually as a “JEDD Party” and together as the “JEDD Parties”.

RECITALS

WHEREAS, the Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”) to facilitate economic development, to create jobs and employment opportunities, and to improve the economic welfare of the people of the Township, the City, and the State of Ohio (the “State”); and

WHEREAS, in accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party; and

WHEREAS, the respective legislative authorities of the JEDD Parties each have approved, authorized, and directed the execution of this Agreement by their respective signatories in accordance with Ordinance No. _____, enacted by New Albany City Council on _____, 2024, and Resolution No. _____, adopted by unanimous vote of the members of the Board of Trustees of Jersey Township on _____, 2024.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the JEDD Parties agree as follows:

DRAFT AGREEMENT

Section 1. Creation of District. Township and City hereby create a joint economic development district in accordance with the terms and provisions of this Agreement and the JEDD Statute. The joint economic development district created by this Agreement shall, initially, encompass the territory described in **Exhibit A** (attached to this Agreement and incorporated herein by this reference) (the “JEDD Area”), shall be known as the “Jersey-New Albany Joint Economic Development District No. ___”, and shall hereinafter be referred to as the “District”.

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Agreement and the District:

A. Intent. That the creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the City, and the District to more efficiently provide public infrastructure and governmental services to the area within the District and to more effectively promote economic development within the Township, the City, and the District; and

B. Economic Development. That the District shall, and it is the purpose of the District to, facilitate economic development to create and/or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Licking County, the Township, and the City; and

C. Future Amendments. Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Agreement, including Exhibit A, from time-to-time by and through a written amendment approved by the respective legislative authorities of the Parties, to (a) add real property within Jersey to the territory of the District, or (b) remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to each such amendment. Parties shall schedule and hold the public hearing, and take legislative action within ninety (90) days of written receipt of a petition to add or remove real property.

Section 2. Term. While this Agreement will be immediately binding upon the Parties, the enforceability of its terms and provisions shall be conditioned upon the actions of the Jersey Township Board of Trustees and the New Albany City Council to approve it and authorize its execution becoming legally effective in accordance with relevant provisions of applicable law.

The initial term of this Agreement shall commence on the first day immediately after the occurrence of all of the following: (i) the Township and the City have lawfully executed this Agreement, and (ii) the expiration of any statutory period permitting a referendum of the City's ordinance or of the Township's resolution authorizing the execution and delivery of this Agreement. The term of this Agreement shall be for fifty (50) years, provided however, that if all parties agree in writing, said Agreement may be terminated after twenty-five (25) years. Additionally, such contract shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original term and each additional term.

This Agreement may be terminated at any time by mutual consent of the Parties. In order for such termination to be effective, legislative action by the Township and the City shall be required, and such actions must occur so that they are legally effective within a ninety (90) day period of one another.

Unless the Township and the City mutually agree otherwise in writing, this Agreement automatically shall terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 7 below (the "District Income Tax") within one hundred

eighty (180) days after the initial meeting of the Board.

Upon termination of this Agreement, any real and personal property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real property and personal property and assets shall be distributed to the Township. Also, upon termination of the Agreement, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township in the same manner as other public records of the Township.

Section 3. Provision of Services to the District.

A. By Township. In addition to any other services to be provided as expressly set forth in this Agreement, the Township shall provide, or cause to be provided, all usual and customary governmental services furnished by the Township to unincorporated portions of the Township that are located outside of the District.

B. By City. In addition to any other services to be provided as expressly set forth in this Agreement, the City shall provide, or cause to be provided, services for the administration, collection, and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City also will engage in general economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to, and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The economic development plan for the District (the "Economic Development Plan") shall consist of the economic development plan attached hereto and incorporated herein as **Exhibit B** to this Agreement, and includes a schedule for the provision of new, expanded, enhanced, or additional services, facilities and improvements to be provided in the District.

Section 5. Board of Directors. The Township and the City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area that is included within the District, then in accordance with Ohio Revised Code Section 715.72(P)(1) the Board shall initially consist of the following five members:

- A. One member representing the City;
- B. One member representing the Township;
- C. One member representing owners of businesses located within the District;
- D. One member representing the persons working within the District; and
- E. One member representing the Southwest Licking Community Water and Sewer District.

New Albany City Council shall appoint the members described in Sections 5.A and 5.C. above. The Jersey Township Board of Trustees shall appoint the members described in Sections 5.B and 5.D above. The board member described in section 5.E above shall be appointed by the

members as contemplated in 5.B, 5.C, and 5.D above and from a list of eligible candidates submitted by the Southwest Licking Community Water and Sewer District.

The Parties acknowledge and agree that, on the Effective Date, there are no businesses located and no persons working within the area or areas to be included in the District. Therefore, initially the Board shall be composed of the members as set forth in Sections 5.A, 5.B, with the third member of the Board to be appointed by unanimous vote of the members as contemplated in Sections 5.A and 5.B and from a list of eligible candidates submitted by the Southwest Licking Community Water and Sewer District. If at any time subsequent to the Effective Date one or more businesses are located, or persons begin working, within the District, the Board shall be increased to a total of five (5) members by the appointment of the members as set forth in Sections 5.C and 5.D above. Such appointments shall be made within ninety (90) days after the date when the first business begins operating within the District and the Board and City have received written notification of the commencement of the business' operations from Township. Notwithstanding the foregoing, the failure to make said appointments in a timely manner shall in no way affect the Board's operation or governance. The Board members described in Section 5.C and Section 5.D above shall be appointed as described above.

The terms of office of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). A member of the Board may be reappointed to the Board, and there shall be no limit on the number of terms that a member may serve on the Board. The member of the Board described in Section 5.B above shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings may be removed as a member of the Board by the vote of a majority of the other members of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in Sections 5.A, 5.B, 5.C, and 5.D above shall serve at the pleasure of the entity or organization appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair, a Secretary and a Treasurer, provided that one member may serve as more than one Officer at the same time. Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board.

Section 6. Powers, Duties, Functions. The Board shall have the following powers, duties, and functions:

A. Meetings. The Board shall meet no less frequently than semiannually each calendar year on a date determined by the Board. Notwithstanding the foregoing, the first meeting of the Board shall occur no earlier than thirty (30) days and no later than sixty (60) days following the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of Jersey Township or at other locations within the Township or the City as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time-to-time. The Board may maintain an office within the Township and/or the City. If the Board consists of three members, a minimum of two members shall constitute a quorum for purposes of conducting the Board's business. If the Board consists of five members, a minimum of three members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

B. By-Laws. The Board may adopt by-laws for the regulation of its affairs and the conduct of its business which are consistent with this Agreement.

C. Board Officers. The Board shall appoint a Chairperson, Vice Chairperson, a Secretary, and Treasurer as officers of the Board ("Officers").

i. Chairperson. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws and/or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving written notice of such meeting to each member delivered to his or her residence or place of business no less than 72 hours before the meeting is to take place, provided that a special meeting may occur with less than 72 hours' notice in the event that the Chairperson reasonably determines that there is an emergency need for the special meeting.

ii. Vice Chairperson. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.

iii. Secretary. The Secretary shall be responsible for maintaining the records of the Board including, but not limited to, correspondence, financial records, contracts, and legal documents, and shall create and provide minutes of the meetings of the Board.

iv. Treasurer. The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may delegate these functions to third party consultants to be paid from funds collected or held by the District, who shall provide regular written reports to

the Treasurer and shall regularly share the same with the Board.

D. Signing Authority. The Board shall designate, by resolution or in its by-laws, those Officers who may execute documents on behalf of the Board and/or the District. If no such designation is made, the Chairperson and Vice Chairperson shall have the authority to execute documents on behalf of the Board and/or the District.

E. Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be January 1st through December 31st. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating and other expenses or expenditures of the District, and may retain a reserve fund for the purposes of funding future expenses, which such expenses need not be specified at the time deposits are made into the reserve fund.

F. Accounting and Reporting. The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the City's Director of Finance and to the Township's Fiscal Officer, as soon as available and in any event within sixty (60) days after the end of each fiscal year, the following reports, and may provide them at additional other intervals:

- i. A financial report (for the fiscal year then-ended or for other intervals, as applicable), together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the period covered; and
- ii. Copies of any State-mandated audits received by the Board on behalf of the District.

In addition, the Board shall provide the City's Finance Director and the Township's Fiscal Officer with such other financial and JEDD governance and operational information as they may reasonably request from time-to-time.

- i. Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Agreement. The Board, on behalf of the District, may: Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof; and
- ii. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District; and
- iii. Make payments for or reimbursements of the costs of constructing, maintaining, modifying, and/or replacing Public Infrastructure Improvements that serve the District, the Township, or any public, quasi-public or private provider of public water services or sanitary sewer services. For purposes of this Agreement, the term "Public Infrastructure Improvements" shall have the meaning provided in Exhibit C, which is attached hereto and incorporated herein by reference; and
- iv. Enter into agreements pursuant to which the District or other parties, and

engineer Public Infrastructure Improvements that will directly serve the District, and make payments to relevant persons or entities for services and materials so provided; and

v. Enter into agreements with consultants, engineers, material suppliers, construction contractors, and other similar or related third parties to construct Public Infrastructure improvements that will directly serve the District, and make payments to such parties for services and materials so provided; and

vi. Make available the use or services of any District facility to one or more persons or entities, one or more governmental agencies, or any combination thereof for purposes which serve the needs and purposes of the District; and

vii. Establish and maintain such funds or accounts as it deems necessary, either on its own or in conjunction with or through a JEDD Party; and

viii. Promote, advertise, and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, Licking County, and the State; and

ix. Make and enter into agreements and/or authorize one or more Officers to execute agreements necessary or incidental to the performance of the Board's and the District's duties and the execution of its powers under this Agreement; and

x. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys, and such other consultants and independent contractors as are necessary in its judgment to carry out the business and affairs of the Board and the District and fix the compensation therefor, which may be payable from any available funds of the District; and

xi. Apply for, receive and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance or operation of any District-owned facility, for research and development with respect to District-owned facilities, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

xii. Purchase fire and extended coverage and liability insurance for any District facility and for the office(s) of the District and such other insurance protecting the District and its Board, Officers, and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary, such as but not limited to insurance to protect Board members and Officers from claims or damages arising from actions or inactions taken by such members in accordance with the lawful performance of their duties; and

xiii. Enter into an agreement with a JEDD Party or private third parties to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. In such circumstances, the JEDD Parties shall not be the

employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment; and

xiv. Enter into agreements with any JEDD Party or private third parties to provide financial and accounting services, administrative support services, payroll services, economic development consulting, or other necessary services; and

xvi. Perform all other acts necessary or convenient to carry out the powers granted in this Agreement.

Section 7. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District and applicable to all new development (structures issued a building or zoning permit after the Effective Date) within the entire District, and in accordance with Ohio Revised Code Section 715.72 (the "District Income Tax"). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2.0%) of the gross amount of the District Income Tax collected, shall be set aside and forwarded to the Board for the long-term maintenance, including but not limited to Board operation fees, creation costs and administrative fees and overall operation of the District (the "Maintenance Fee"). The Board shall enact the District Income Tax authorized by this Section within one hundred eighty (180) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.0%) and shall change from time-to-time to remain equal to the rate of the municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s) as the need arises. The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Agreement. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City's municipal income tax and acceptable to the City's Director of Finance. The District Income Tax shall apply to the entire District throughout the term of this Agreement notwithstanding that all or a portion of the District becomes subject to annexation, merger, or incorporation by another municipality or village other than the City. Within thirty (30) days following the first meeting of the Board, Jersey shall contribute the sum of five thousand and 00/100 Dollars (\$5,000) to the District, and such funds shall be used to cover the operating expenses of the District until such time as other revenue streams (such as but not limited to the District Income Tax) are available for the District's use. A JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

Section 8. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72, within one hundred eighty (180) days following the first meeting of the Board, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the "Administrator"), and shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement also shall provide that the Administrator shall make a report to the City, Township, and Board no less frequently than one time per calendar year regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall provide for the payment of a fee by the District to the City in exchange for the administration, collection, and enforcement of the District Income Tax on behalf of the District (the "City Administration Fee") in an amount not to

exceed four percent (4%) of the gross amount of the District Income Tax that is collected, or RITA's fees associated with the collection of the District Income Tax, whichever is greater.

Section 9. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein by reference as **Exhibit D** (the "Schedule for the Collection of the Income Tax") to this Agreement.

Section 10. Distribution of District Income Tax. No less frequently than twice annually, the Administrator shall first pay the City Administration Fee and Maintenance Fee to the appropriate recipients from the gross District Income Tax collected.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those paid for the City Administration Fee and Maintenance Fee shall constitute the ("Net Taxes"). The Net Taxes shall be paid by the Administrator to the Board. On or before the forty-fifth (45th) day after such funds have been transferred to the Board, the Board shall disburse the Net Taxes as follows:

- A. Jersey Share. Transfer to the Township an amount equal to seventy (70%) percent of the Net Taxes. This amount may be used by the Township for any lawful purpose; and
- B. New Albany Share. Transfer to the City an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the City for any lawful purpose; and
- C. JEDD Board Infrastructure Fund Share. Transfer to the JEDD Board an amount equal to five (5%) percent of the Net Taxes. This amount may be used by the JEDD Board as described in the following Section 11.; and
- D. Southwest Licking Community Water and Sewer District Share. Transfer to the Southwest Licking Community Water and Sewer District an amount equal to twenty (20%) of the Net Taxes. This amount shall be used by the Southwest Licking Community Water and Sewer District for any lawful purpose.

Section 11. Infrastructure Fund and Related Expenditures. The JEDD Parties desire to set aside funds that will be utilized for the benefit of the JEDD Area and/or surrounding areas which are identified in **Exhibit E** (the "Infrastructure Funds Intended Use Areas"), which is attached hereto and incorporated herein by reference. Upon the Board's periodic receipt of Infrastructure Funds, they shall be deposited into one or more bank and/or investment accounts (the "Infrastructure Accounts") at one or more financial institutions selected by the Board. Funds in the Infrastructure Accounts shall be held (and, as determined at the general direction of the Board, invested) and disbursed by the Board to partially or fully fund or provide the means of paying debt service on any mechanism used to finance the costs of Public Infrastructure Improvements which, once constructed, will benefit the JEDD Area. Funding or financing of the costs of Public Infrastructure Improvements may be completed by one or some combination of the District, any JEDD Party, any third party public or quasi-public entity, or a third party lender, provided that the payments of monies from the Infrastructure Accounts to JEDD Parties or to third party public or quasi-public entities shall be completed in accordance with a written agreement between the District (by and through any necessary authority granted by the Board) and such other parties. Nothing shall prohibit the Board from providing assistance with the funding or financing of Public Infrastructure Improvements which also benefit areas outside of the JEDD Area if the JEDD Area is benefitted.

Use and distribution of Infrastructure Funds for the purposes contemplated in the immediately preceding paragraph shall be undertaken pursuant to a resolution adopted by a majority of the members of the Board. The Board may also contract directly with private parties to partially or fully fund the construction of Public Infrastructure Improvements which are to be constructed by the private party if deemed to be necessary, expedient, or more efficient for such party to undertake such construct rather than the District, any JEDD Party, or any third-party public or quasi-public entities and provide for the reimbursement of such private party expenditures.

Section 12. Annexation; Zoning; Other Revenues.

A. Annexation Prohibition. During the initial term of this Agreement and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of Jersey Township adopts a resolution consenting to the commencement of the proceeding. Notwithstanding the foregoing, the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District. However, the City agrees that so long as this Agreement remains in effect and unless Jersey adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

B. Subdivision Authority. Unless preempted by the Township in accordance with relevant provisions of Ohio law, Licking County shall retain and administer all platting and subdivision authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

C. Township Tax Revenues. The Township shall retain all of its interest in all tax revenues generated in the territory in the District other than the District Income Tax, including, but not limited to, real estate, personal property, estate taxes, hotel bed taxes, and service levies. Pursuant to Ohio Revised Code Section 715.72(U), to the extent it is permitted by law the Township shall be permitted to grant, approve, or otherwise pursue the approval of any tax exemptions as detailed in that statute. The JEDD Parties hereby agree for purposes of this Agreement that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing within the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township also shall have the right to issue and reissue levies within all areas of Jersey Township, including the territory in the District, for any purpose permissible under law.

Section 13. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Agreement, or for damages, or both. This Agreement may

not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O). The Township agrees that it shall, on behalf of itself and the City, send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents within its possession or control to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Board, the District, the Township, and the City, and their respective successors. This Agreement shall not inure to the benefit of any person or entity other than the Board, the District, the Township, and the City.

Section 16. Support of Agreement.

This Agreement shall be binding upon the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Agreement 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 Agreement.

Section 18. Severability. In the event that any section, paragraph or provision of this Agreement, 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:

A. 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,

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

C. 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 19. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute is amended or is supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree

at the time to follow either the provisions of the JEDD Statute existing on the date of this Agreement or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Section 20. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other entity at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jersey Township Board of Trustees

Attn: Fiscal Officer

1481 Mink Street SW

Pataskala, Ohio 43062

With a copy to:

Peter Griggs, Esq.

Brosius, Johnson & Griggs, LLC

6797 North High St, Suite 350

Worthington, Ohio 43085

The City at:

City of New Albany

Attn: City Manager

99 W. Main Street

New Albany, Ohio 43054

With a copy to:

Benjamin Albrecht, Esq.

Fishel Downey Albrecht & Riepenhoff LLP

7775 Walton Parkway, Suite 200

New Albany, Ohio 43054

Section 21. 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 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of The Township and the City, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the City Council or the Board of Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the Township and the City are also subject to the certification of the Director of Finance of the City or the Township's Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Agreement, the financial obligations of the Township and the City, respectively, under this Agreement shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Township and the City have caused this Agreement to be executed by their duly authorized officers so as to be Effective on the Effective Date.

**TOWNSHIP OF JERSEY,
LICKING COUNTY, OHIO**

CITY OF NEW ALBANY, OHIO

By: _____
Dan Wetzel, Trustee

By: _____
Joseph Stefanov, City Manager

By: _____
Jeff Fry, Trustee

Approved as to form:

By: _____
Ben Pieper, Trustee

Benjamin S. Albrecht, Law Director

Approved as to form:

Peter Griggs, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Jersey Township, Licking County Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2024 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Jersey Township, Licking County, Ohio for such 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.

Marko F. Jesenko, Fiscal Officer
Jersey Township, Licking County, Ohio

Dated: _____, 202__

EXHIBIT A to JEDD

JEDD Area

insert maps

NOTE: In accordance with ORC§715.72(E)(1)(b), “No electors, except those residing in a mixed-use development, shall reside within the area or areas on the effective date of the contract creating the district.” As such, any and all residences, including a one-square acre area surrounding any such residence, that exists within the JEDD Area on the Effective Date is specifically excluded from inclusion in the JEDD Area.

EXHIBIT B to JEDD
Economic Development Plan

The purpose for the creation of the Jersey-New Albany Joint Economic Development District No. __ (the "JEDD") by Jersey Township (Licking County), Ohio ("Jersey"), and the City of New Albany, Ohio (the "City") is to provide tools, primarily funds, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, the County of Licking, Jersey Township, the City of New Albany, and the JEDD.

The Joint Economic Development District Contract (the "JEDD Contract") by and between the Township and the City creating the JEDD empowers the Board of Directors of the JEDD (the "JEDD Board") to impose a tax on the income of the persons working within the JEDD and on the net profits of the businesses located on parcels within the JEDD after the Effective Date that are taxed at the "Class II" rate by the Licking County Auditor. Specifically, existing agricultural and existing residential uses are not subject to the income tax. The JEDD Contract anticipates that the JEDD Board will enact the tax at the initial meeting of the JEDD Board and that the tax will be effective immediately after the JEDD Board's enactment thereof at the rate of two percent (2%). The rate of such tax shall remain the same unless increased pursuant to the JEDD Contract. The JEDD Board shall enter into a Tax Agreement with the City to administer the enforcement, collection, and distribution of the tax, in accordance with the JEDD Contract.

The JEDD Contract provides that the proceeds from the tax will be distributed to the JEDD Board, the Township, the City, and the Southwest Licking Community Water and Sewer District. The Township, to the extent they so determine and in their sole discretion, and to the extent they are permitted by law, shall use such proceeds to provide the services, facilities and improvements set forth below in Items 1 through 5, and in accordance with the JEDD Contract. The JEDD Board shall use such proceeds in accordance with the JEDD Contract, and, to the extent permitted by law, provide the following services, facilities, and improvements:

- (1) The facilitation of new economic development in the JEDD and the surrounding areas by entering into reimbursement, compensation, and other contracts and by providing financial incentives to the private sector and public sector. Such incentives include, but are not limited to, the implementation of Tax Increment Financing (TIF) and other tax incentive opportunities, as well as, potentially, contributions to the Gateway Community Improvement Corporation, as well as grants, low interest loans, and forgivable loans.

- (2) The construction of new public infrastructure, including, but not limited to, streets, sidewalks and landscaping, and other public infrastructure improvements.
- (3) The enhancement of public services in the JEDD and the surrounding areas, such as law enforcement, fire protection and emergency medical services (EMS), and maintenance of public infrastructure and services to foster economic development, including funding for local institutions of education, and other Jersey Township services, including trash hauling services, roadway maintenance, transportation services, and other public services. The Township and the City shall retain all mutual aid agreements in place on the date of this JEDD Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of fire protection, EMS and law enforcement service within the JEDD shall be the same as within the same area of Jersey Township had the JEDD not be in existence. If Southwest Licking Community Water and Sewer District provides potable water and sanitary sewer services, if any, to current customers within the JEDD, they shall continue to provide such services, and shall extend such services to any new customers at their discretion. It is anticipated that all qualified customers located within the JEDD shall be able to connect to and receive potable water and sanitary sewer service from the Southwest Licking Community Water and Sewer District.
- (4) Assist the JEDD with planning, promotion and related activities to facilitate economic development in the JEDD and surrounding areas, including, but not limited to, any and all purposes set forth in Jersey Township's Comprehensive Plan, as well as other long-term planning goals established by the Township. The Township and/or the City may provide secretarial services and other staffing to the JEDD as each entity so determines on their sole and independent discretion. The Township will cooperate with the JEDD in obtaining financial assistance, both public and private, for economic development projects. The Township shall provide zoning services for the JEDD. The Township and the City will cooperate to provide professional land use planning.
- (5) Any other purpose permitted by law at the time of such expenditure.

The timing of the provision of such services, facilities and improvements is dependent upon the amount of revenue generated by the tax imposed by the JEDD Board.

EXHIBIT C to JEDD

Public Infrastructure Improvements

The Public Infrastructure Improvements include, but are not limited to, any or all of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, those costs listed in R.C. Section 133.15(B)):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.
- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.
- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.
- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.
- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to

streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the Township's taking title to any Public Infrastructure Improvements.
- Any other public infrastructure improvements constructed or maintained by or on behalf of the Township that are determined by the Board of Township Trustees to directly benefit the Property.

EXHIBIT D to JEDD

Schedule for the Collection of the Income Tax

The Jersey-New Albany Joint Economic Development District No. __ (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of New Albany, Ohio (the “City”) and Jersey Township (Licking County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.0%) for distribution to the Board, the City and the Township.

EXHIBIT E to JEDD
Infrastructure Funds Intended Use Area

insert map

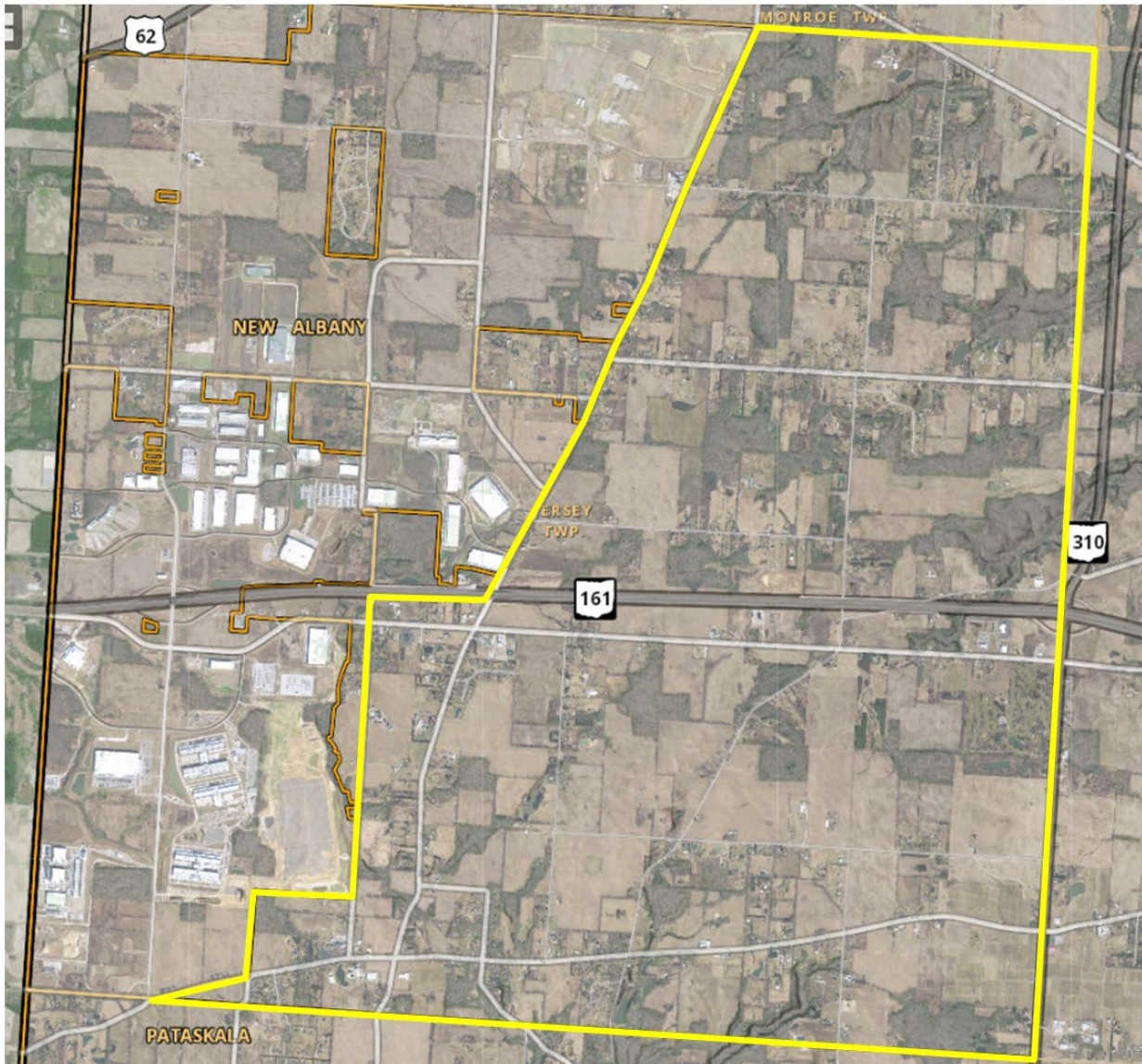


EXHIBIT C to CEDA
Schedule of Contributions

Contributor	Use of Funds	Amount	Reimbursement Source (Intended)	Reimbursement Schedule
City of New Albany	Land Use Plan	80% of costs, up to \$200,000	Twp JEDD Revenue	36 Months
	CIC Contribution	TBD	Twp JEDD Revenue	TBD
Jersey Township	Land Use Plan	20% of costs, up to \$50,000	N/A	N/A

Notes:

The reimbursements contained in the Schedule of Contributions is based on time from closeout of each item. For example, contributions made towards the Land Use Plan shall be reimbursed within 36 months after the adoption of the Plan.

Although intended reimbursement sources have been identified, reimbursements may be made via other township sources as determined by Jersey Township.