

JACKSON-CANTON JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT 19-002

This Jackson-Canton Joint Economic Development District 19-002 Contract (this "Contract") is made and entered into by and between the City of Canton (the "City") and The Board of Trustees of Jackson Township, Stark County, Ohio (the "Township"), in accordance with the terms and provisions set forth herein.

RECITALS

A. The City and the Township intend to enter into this Contract to create and provide for the operation of the Jackson-Canton Joint Economic Development District 19-002 (hereafter "District 19-002") in accordance with Ohio Revised Code ("ORC") Section 715.72 and Articles 2(C), 3, 4 (H), 4(I) and 12 or other provisions of the attached Cooperative Economic Development and Annexation Agreement entered into on August 9, 2010, (the "CEDA Annexation Agreement") between the City and the Township for their mutual benefit and for the benefits of their residents and of the State of Ohio (the "State").

B. The legislative authorities of the City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No.117-2019 enacted by Canton City Council on July 15, 2019 and Resolution No. 19-154 adopted by the Board of Trustees of Jackson Township ("Township Trustees"), on July 9, 2019.

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

SECTION 1. Creation of District: Name. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district, in accordance with the terms and provisions of this Contract, and under the authority of ORC Section 715.72. The joint economic development district created pursuant to this Contract shall be known as the "Jackson-Canton Joint Economic Development District 19-002."

The City and the Township agree that at the time of the creation of the District 19-002, one business and no electors, as defined by ORC Section 715.72(A)(4),(5), (7), and (E)(1)(b), are operating

within or residing in District 19-002. Further, one Record Owner exists as defined by ORC Section 715.72(A)(6) for the real estate parcels comprising District 19-002.

SECTION 2. Contracting Parties. The contracting parties to this Contract are the City, a municipal corporation existing and operating under the laws of the State, including the Ordinances of the City, and the Township, a township existing and operating under laws of the State, and their respective successors.

SECTION 3. Purpose. The City and the Township intend that the creation, operation, and purpose of District 19-002 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, Stark County, the City, the Township and the District 19-002.

SECTION 4. Territory of the District. The territorial boundaries of District 19-002 are described in Exhibits A and B, as attached to and made part of this Contract ("Property"). The Property is located solely within the unincorporated area of the Township, and does not include any parcel of land that is owned in fee by or is leased to a municipal corporation or a township.

SECTION 5. Addition and Removal of Areas from District. This Contract, including any Exhibits attached hereto, may be amended from time to time to add certain property within the Township to the territory of the District 19-002. Property may be added to District 19-002 upon the filing of a request by the owner of that property with the Board, as defined in Section 9 hereof. Upon agreement by the City and the Township, this Contract, including any Exhibits hereto, shall be amended to add such property to the territory of District 19-002 pursuant to the request of the owner of that property. Upon agreement by the City and the Township, this Contract including any Exhibits hereto, may also be amended from time to time to remove property from the territory of District 19-002.

SECTION 6. Term. The initial term of this Contract shall be for fifty (50) years from the date of this Contract. This Contract will be renewed for an additional fifty (50) year term unless either party, by official legislative action, gives written notice to the other party of its intent not to renew on or before ninety (90) days prior to the extension of the initial term.

Upon termination of this Contract, any property, assets and obligations of District 19-002 shall be divided equally between the City and the Township; provided that District 19-002 shall first use any property or assets to reduce or settle any obligations of District 19-002. Any records or documents of

District 19-002 shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as public records of the Township.

Pursuant to ORC Section 715.72(G), this Contract shall continue in existence throughout its term and shall be binding on the contracting parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of District 19-002 shall be included within a municipal corporation by annexation, merger or otherwise, neither the City nor the Township is divested or relieved of its respective rights or obligations under this Contract.

SECTION 7. Contributions to the District.

(A) District 19-002 Services. In accordance with ORC Section 715.72(F)(1) and Article 4(H) of the CEDA Annexation Agreement, the City and the Township may contribute to the development, improvement, and operation of District 19-002, including services to assist District 19-002 with planning, promotion, and related activities to facilitate economic development in District 19-002.

(B) Secretarial and Staffing Services. The City and Township shall prepare, or cause to be prepared, all documents of the City, the Township, and District 19-002 relating to the formation of the District, including, but not limited to, this Contract, instruments describing District 19-002 boundaries, notices, forms of City, Township, Stark County and District 19-002 legislation and election proceedings. Any costs incurred by the City and Township in preparing such documents or otherwise incurred by the City or Township in assisting in the establishment of District 19-002 shall be paid (or reimbursed to the City and Township from payments made by the City and Township) from the District's share of revenues of District 19-002 income tax, except that in the event that the income tax provided for in Section 11 hereof is determined not to be legal or valid or it is determined that District 19-002 may not levy, collect or distribute that income tax in accordance with this Contract, then the cost of document preparation shall be shared equally by the City and the Township.

The Township shall provide administrative services and other staffing for the District. The cost for such services and staffing shall be paid from District 19-002 income tax revenues as an operating expense of the District, except that in the event that the income tax provided for in Section 11 hereof is determined not to be legal or valid or it is determined that District 19-002 may not levy, collect or distribute that income tax in accordance with this Contract, then the cost of these administrative services and other staffing shall be shared equally by the City and the Township.

(C) Governmental Services.

(1) Zoning. The parties agree that the Property shall be zoned so as to best encourage business and economic development in furtherance of the objectives of this Contract. In the event that another use is proposed by the landowners and/or their agents, such use shall be subject to the zone

change procedures of the Township. Notwithstanding any of the above, all Township regulations regarding zoning and planning shall be applicable to the Property. The Township shall notify the City of any proposed zoning changes with District 19-002.

(2) Standard Governmental Services. The Township shall exclusively provide to the Property the following services: police, fire, emergency medical services, street and road maintenance and repair, parks and recreation. The parties shall agree to maintain a mutual aid agreement for police, fire and emergency medical services.

(3) Roadway Maintenance. All roadways within the Property shall be Township's roads, or if applicable, the responsibility of Stark County and/or the Ohio Department of Transportation, to maintain and improve. This shall include routine road and street maintenance, including lighting, snow plowing, repairing of chuckholes and signage.

SECTION 8. Facilities. In accordance with ORC Section 715.72(F)(3) and (5), attached as Exhibit C are the Economic Development Plans for District 19-002. The City and Township agree the new, expanded or additional services, facilities or improvements described herein and detailed in Exhibit C are a material benefit to the businesses, owners of businesses and record owners, and the material benefit is significant in comparison to the income tax revenue generated from the net profits of the businesses and the income of the employees of the businesses, if any, located in District 19-002.

SECTION 9. Board of Directors. Pursuant hereto, a Board of Directors is established to govern District 19-002 (the "Board"). The Board shall consist of five (5) members. One (1) member of the Board shall be from the City and one (1) member of the Board shall be from the Township. The Township member of the Board shall be from the Township Trustees. The City member shall be the Mayor or a designee who is appointed by the Mayor. One member representing the owners of businesses located within District 19-002 shall be appointed by the Township Trustees. One member representing the persons working within District 19-002 shall be appointed by the Township Trustees. The final member shall be selected, as set forth in ORC Section 715.72(P)(1)(e) and shall be the Chair of the Board. The members of the Board who are elected officials of the City and the Township shall serve only so long as they are such officials of the City and the Township; provided that if the City member is not the Mayor of the City, such member shall serve at the pleasure of the Mayor and until a successor is appointed by the Mayor and approved by City Council. The terms of the Board shall be as set forth in ORC Section 715.72(P)(1).

In the event that the Township shall cease to exist, the Property shall be included within a municipal corporation as described in Section 6 hereof, but prior to such event, the Board shall establish a

procedure for the appointment of the Township member to the Board from the political subdivision or entity succeeding to the Township or being added as a party to this Contract in accordance with ORC Section 715.72(P)(2), particularly ORC Section 715.72(G), provided that the Board shall continue to have five (5) members, one of whom shall be from the Township or its successor. The members of the Board shall serve without compensation.

Necessary and authorized expenses incurred by members of the Board on behalf of District 19-002 shall be reimbursed from District 19-002 funds in accordance with procedures established by the Board.

The Board shall elect the following officers from among its members: a Chairperson (in compliance with ORC Section 715.72(P)(2)(c)), Vice Chairperson, a Secretary, and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Chairperson shall be initially appointed pursuant to ORC Section 715.72(P)(2)(c) and serve an initial term pursuant to ORC Section 715.72(P)(2)(c), and thereafter is subject to election as provided herein. The remaining Officers shall be elected at the first meeting of the Board and serve an initial term pursuant to ORC Section 715.72(P)(2), and thereafter shall serve a four-year term and shall serve until their respective successors are elected/appointed. 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.

In the event there is a business operating and persons employed in District 19-002, the members in ORC Section 715.72 (P)(1)(c) and (d) shall be elected at the next meeting of the Board and serve an initial term pursuant to ORC Section 715.72(P)(1) and thereafter shall serve a four-year term and shall serve until their respective successors are appointed.

SECTION 10. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall occur within one hundred eighty (180) days of the effective date of this Contract. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within Stark County, as determined by the Board. The principal office and mailing address of District 19-002 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 will maintain an office within the Township offices. A minimum of three (3) members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least three (3) members of the Board to be adopted. A resolution adopted by the

Board shall be immediately effective unless otherwise provided in that resolution or by ORC Section 715.72.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson or three (3) members of the Board may call a special meeting of the Board by giving twenty-four (24) hours' written notice of such meeting to each Board member delivered to his or her residence or place of business.

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

The Secretary shall be responsible for the records of the Board, including, but not limited to, correspondence and minutes of the meetings of the Board.

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(s), paying or providing for the payment of expenses 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 Treasurer may use professional services as permitted by the Board to meet all reporting requirements of the Ohio Auditor of State. Expenses associated with the use of professional services shall be an operating expense of District 19-002. The Board may provide in the Tax Agreement (as defined in Section 11 hereof) that the City Auditor and Treasurer of the City shall assist the Treasurer with the duties of that office.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board shall adopt an annual budget for the District. The fiscal year of District 19-002 shall be the same as the fiscal year of the City and Township. The budget shall estimate the revenues of District 19-002 and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of District 19-002 and the distribution of income tax revenues in accordance with Section 11 hereof.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in District 19-002 in accordance with the purpose of this Contract.

The Board, on behalf of District 19-002, may:

(1) 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, including, but not limited to, any real or

personal property acquired by District 19-002 from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) 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 19-002;

(3) make available the use or services of any District 19-002 facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the areas or jurisdiction of District 19-002 and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;

(6) promote, advertise and publicize District 19-002 and its facilities, provide information relating to District 19-002 and promote the interests and economic development of the District, the City, the Township, Stark County and the State;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) 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 purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of District 19-002;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District 19-002 facility, for research and development with respect to District 19-002 facilities or for programs or other projects of District 19-002, 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

(10) purchase fire and extended casualty insurance coverage and liability insurance coverage for any District 19-002 facility for the office of District 19-002 and for the Property, with said insurance protecting District 19-002 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.

The Board may enter into an agreement with the Township Trustees for the Township to administer and implement the employment policies and practices for the employees of District 19-002, including but

not limited to, salaries, benefits and work rules established for the employees of District 19-002. All costs of employment, including, but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of District 19-002. The City or Township shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution that the purchase of real or personal property and other goods or services shall comply with applicable rules or regulations of the City or the Township.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within District 19-002 in accordance with ORC Section 715.72(E)(5) and Section 11 hereof that can only be levied on income earned by persons working in District 19-002 and on the net profits of businesses operating in District 19-002.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

The City and the Township may continue to exercise all of the powers and may perform all of the functions and duties set forth in ORC Section 715.72(T)(3).

SECTION 11. Allocation of Tax Revenues and Duration

(A) Non-Income Tax.

(1) For purposes of this Section 11, "Township taxes" means the taxes against the real and tangible personal property that would have been charged by and/or payable to the Township if no annexation had occurred. It is agreed that the Property shall remain in the Township and not become a portion of McKinley Township following the approval of this Contract. The Township and City shall fully cooperate with State and Stark County officials to create an additional taxing district, if necessary.

(2) This Contract is intended to provide the Township, during the term of this Contract, with one hundred percent (100%) of the tax revenue it would have received from the Property if this Contract had not been entered into, including current and future real property and personal property tax revenue under Township millage rates in effect at the time of collection.

(3) The parties agree that during the term of this Contract, all Township taxes collected by the Stark County Auditor after the Contract is accepted by the City, by resolution or ordinance, will be paid directly to the Township. This would also include the Township taxes generated as a result of new businesses located on or in the Property after acceptance of the Contract. All such taxes shall be paid at whatever the Township millage or other taxing rate in existence at the time the collection is made by the Stark County Auditor.

(4) The parties further agree that, during the term of this Agreement, taxes for any Township levy, which as of the date of execution are general, fire, EMS, parks and recreation, police and

road levies, that the Township would have received but for the acceptance of this Contract, shall be paid to the Township at the time collection is made by the Stark County Auditor, under millage rates in effect at the time of the collection. The City will not be responsible for any payments to the Township that will be lost to the Township from a taxing district that would become part of the incorporated area of the City.

(5) In the event that any such taxes, which by the terms of this Agreement are to be paid to the Township, are collected by the Stark County Auditor and paid to the City instead of the Township, the City agrees to promptly remit to the Township an amount equal to said taxes it receives. Payment by the City to the Township of any taxes erroneously received shall be made within thirty (30) days of the receipt of such funds from the Stark County Auditor, or of discovery of such error.

(6) Notwithstanding the above, any amounts of real property and personal property taxes that the City may be entitled to receive for City millage only, over and above the amount the Township receives or would have received under the existing Township millage rates if the annexation had not taken place, shall be paid to City.

(B) Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2.5% in District 19-002 in accordance with ORC Section 715.72(F)(5) that can only be levied in District 19-002 based on income earned by persons working in District 19-002 and on the net profits of businesses operating in District 19-002. The authority of the Board to levy an income tax shall go into effect upon the effective date of this Contract. The rate of the income tax shall change from time to time so that it is equal to the rate of the municipal income tax levied by the City. The revenues of that income tax shall be used for the purposes of District 19-002 and the contracting parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time to time, as applicable to District 19-002 income tax. The income tax levied by the Board pursuant to this Contract and ORC Section 715.72(F)(5) shall apply in the entire District 19-002 throughout the term of this Contract, notwithstanding that all or a portion of District 19-002 becomes subject to annexation, merger or incorporation.

In accordance with ORC Section 715.72(F)(5)(c), the Board shall enter into an agreement with the City to administer, collect, and enforce the income tax on behalf of District 19-002 (the "Tax Agreement"). The Tax Agreement shall provide that the Auditor/Treasurer of the City shall be the Administrator of the income tax of District 19-002 (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District 19-002.

The City will continue to receive one hundred percent (100%) income tax revenue collected from any Canton City residents. In addition, any upfront investment or annual cost from either party paid to secure a CEDA, JEDD, Annexation or any other agreement will be reimbursed prior to the City paying

to the Township its share of any remaining income tax collected by the City in the Township, or any new entity that was located in the former Township.

The City has passed a tax levy, effective July 1, 2018, that increased the income tax rate to 2.5% per annum. The parties are in agreement that 0.5% of the 2.5% tax collected, for the duration of this Contract, is dedicated to specific purposes by law and shall not be subject to division between the City and Township. Therefore this Contract only provides for the division of income tax levied at a rate of 2% per annum.

The parties agree that, commencing on the effective date of a resolution by the Board levying an income tax, in regard to the 2.5% taxes collected from within District 19-002, 0.5% of the tax collected shall be used for specific purposes as identified above, and the remainder of such taxes shall be divided with the Township receiving 1.0% of the income and net profits of businesses earned within District 19-002 and with the City receiving 1.0% of the income and net profits of businesses earned within District 19-002.

In order to finance the public improvements to be constructed within District 19-002, the Township, City, ABC Development, LLC and a Port Authority and/or Trustee for public financing, anticipate entering into a Cooperative Agreement and related documents (collectively, the “Cooperative Agreement”) that includes tax increment financing (TIF). As part of the Economic Development Plan (Exhibit B), the City and the Township agree to contribute a portion of their respective shares of the income and net profits of businesses within District 19-002 to assist with the repayment of the project financing in the following manner (and as further described in such Cooperative Agreement). For the first ten (10) years of this Agreement: (1) the City will contribute 0.75% of its 1.5% share of the tax on income and net profits of businesses located within District 19-002; and (2) the Township will contribute 0.25% of its 1.0% share of the tax on income and net profits of businesses located within District 19-002. Beginning in year eleven (11) of this Agreement, neither party will contribute to repayment of the project financing and the parties shall retain the full amount of their share of the tax on income and net profits of businesses located within District 19-002.

The rate of the income tax shall change from time to time so that it is equal to the rate of the income tax levied by the City. The revenues of that income tax shall be used for the purposes of District 19-002 and the contracting parties pursuant to this Contract. Amounts pledged pursuant to a Cooperative Agreement shall be irrevocably pledged.

To the extent that District 19-002’s expenditures authorized hereunder for any fiscal quarter exceed the District’s share of revenues of District 19-002 income tax, such excess expenditures shall be paid for in equal shares by the City and the Township.

The Tax Agreement shall provide that the Administrator shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of District 19-002 and the operating income and expenses of District 19-002 for the preceding quarter and projections for the next quarter.

(C) Challenge to Income Tax. The parties acknowledge the owner of a business on behalf of the business and its employees on or before the date occurring six (6) months after the effective date (as defined in Section 22 hereof) of this Contract may file a complaint with the court of common pleas of the county in which the majority of the Property of District 19-002 is located requesting exemption from any income tax imposed by the Board pursuant to Section 11(B) if all of the following apply: (a) The business operated within an unincorporated area of District 19-002 before the effective date of this Contract; (b) No owner of the business signed a petition described in this Section; (c) Neither the business nor its employees has derived or will derive any material benefit from the new, expanded, or additional services, facilities, or improvements described in the economic development plan for District 19-002, or the material benefit that has, or will be derived is negligible in comparison to the income tax revenue generated from the net profits of the business and the income of employees of the business.

The parties further acknowledge that as a contracting party they may submit a written answer to the complaint to the court within thirty (30) days after notice of the complaint was served upon them. Such a contracting party shall submit to the court, along with the answer, documentation sufficient to prove that the contracting party sent copies of the answer to the owner of the business who filed the complaint.

If the court grants the exemption, the net profits of the business from operations within District 19-002 and the income of its employees from employment within District 19-002 are exempt from any income tax imposed by the Board.. In such an event, the Board shall meet within ten (10) days and determine if further legal remedy is available and advisable. Likewise, the Board should make a determination as to the viability of District 19-002 and its ability to continue to operate.

If the court denies the exemption, the net profits of the business and the income of its employees shall be taxed according to the terms of District 19-002 Contract and any taxes, penalties, and interest accrued before the date of the court's determination shall be paid in full.

SECTION 12. Annexation. The City agrees not to engage in any annexation, pursuant to ORC Chapter 709, of any real property in the Township unless the Township Trustees agree to the Annexation. The City and the Township agree to extend this prohibition beyond the term described in Section 6, and said prohibition shall continue until waived by the Township Trustees. The City further agrees to assist in the defense of any attempt of annexation by another municipality of any property in the Township to include District 19-002. The cost associated with an annexation defense of District 19-002 shall be paid

from the District 19-002 income tax revenues as an operating expense of District 19-002, except that in the event that the income tax provided for in Section 11 hereof is determined not to be legal or valid or it is determined that District 19-002 may not levy, collect or distribute that income tax in accordance with this Contract, then the cost the cost associated with an annexation defense of any other real estate in the Township shall be paid for in equal shares by the City and the Township.

SECTION 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 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 non-defaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be cancelled or terminated because of a default unless both the City and the Township agree to such cancellation or termination.

SECTION 14. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the City and the Township only in writing and approved by the legislative authorities of both parties 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 15. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon District 19-002, 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.

SECTION 16. Support of Contract. The City and the Township 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, including, but not limited to, if applicable, promoting the approval by the electors of the Township of the resolution authorizing this Contract. If applicable, the City and the Township shall each bear its own costs in any such effort to promote the approval by the electors of the Township of the resolution authorizing 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 best 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 District 19-002 are available and appropriated therefor.

SECTION 17. Signing Other Documents. The parties agree to cooperate with one another and to use their best 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 purpose of this Contract.

SECTION 18. Severability. Except as provided in Section 6 hereof, in the event that any section, paragraph or provisions 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 that illegality or invalidity shall not affect the remaining provisions of this Contract.

SECTION 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular, ORC Section 715.72. In the event that ORC Section 715.72 is amended or supplemented by the enactment of new sections of the ORC relating to Joint Economic Development Districts, the parties may agree at the time to follow either the provisions of ORC Section 715.72 as amended or supplemented, to the extent permitted by law.

SECTION 20. 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 21. Notices. Notices shall be furnished by delivery of same in written form, if to the City, to the City's Auditor/Treasurer, and if to the Township, the Township's Fiscal Officer.

SECTION 22. Effective Date. This Contract is not effective until the thirty-first (31st) day after its approval.

[Signature page follows]

The City and the Township have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

THE CITY OF CANTON



Thomas M. Bernabei, Mayor

Date: 12/2/2019

BOARD OF TRUSTEES OF JACKSON
TOWNSHIP, STARK COUNTY, OHIO

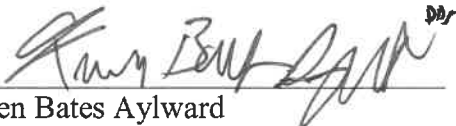
Todd J. Hawke, President

John E. Pizzino, Vice President

Jamie Walters, Trustee

Date: _____

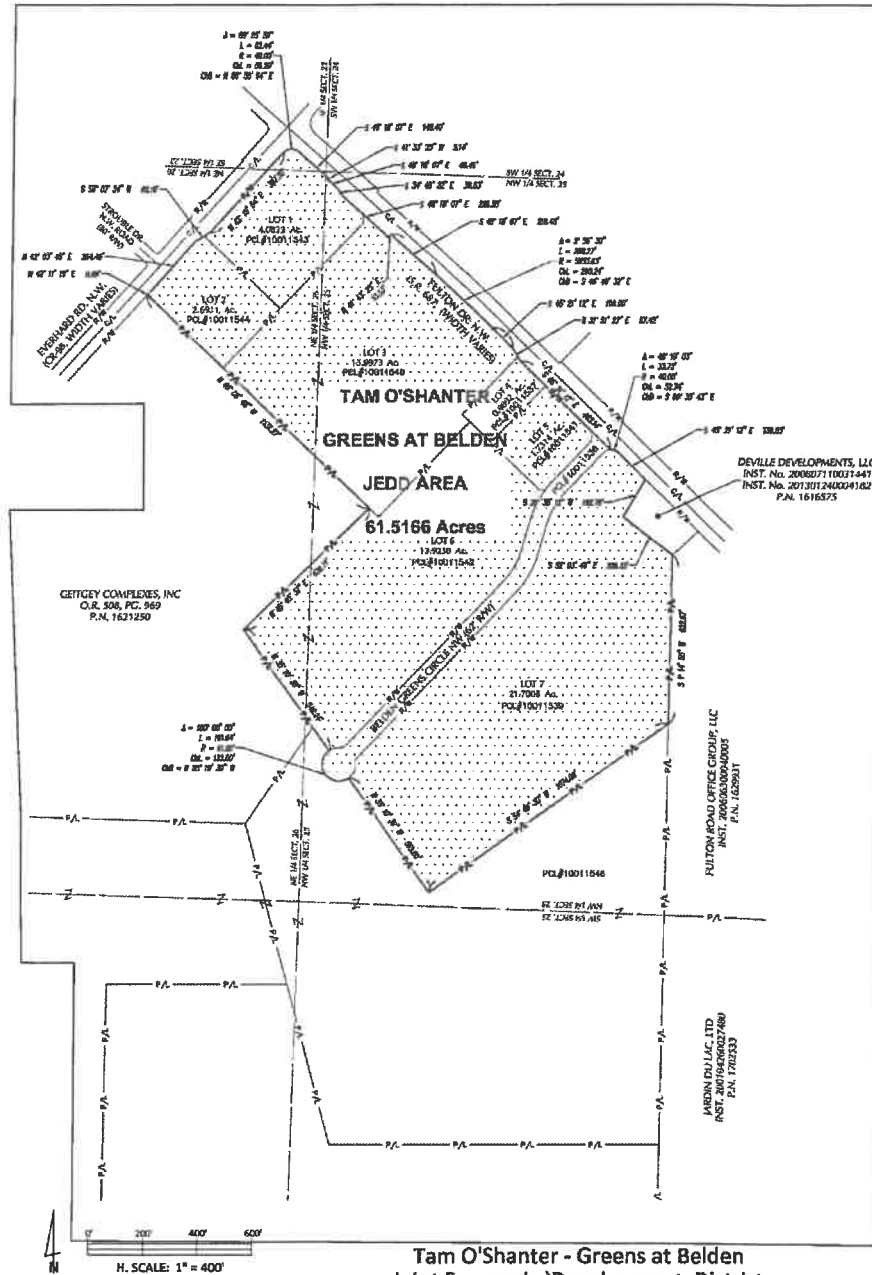
APPROVED AS TO FORM:



Kristen Bates Aylward
City of Canton Law Director

Michael B. Vaccaro
Jackson Township Law Director

EXHIBIT A **DEPICTION OF DISTRICT 19-002**



**Tam O'Shanter - Greens at Belden
Joint Economic Development District**

(61.5166 Ac.)

Basis of Bearing: Grid North of the Ohio State
Plane Coordinate System, North Zone,
NAD83(2011)

Map herein based on survey by Steven L.
Mullaney, P.S. 7900, May, 2019

CANTON CITY ENG. DEPT
May 22, 2016

Being known as Stark County Auditor Parcel Nos. 10011537 thru 10011544,
located in the southeast quarter of Section 23, the northwest quarter of Section
25, and the northeast quarter of Section 23, of Township 11 North, Range 9
West of the Ohio River Survey, in the Township of Jackson, County of Stark, and
State of Ohio.

EXHIBIT B

LEGAL DESCRIPTION OF DISTRICT 19-002

Situated in the Township of Jackson, County of Stark, State of Ohio, and being a part of the southeast quarter of Section 23, the northwest quarter of Section 25, and the northeast quarter of Section 26, Township 11 North, Range 9 West, and bounded and described as follows:

Commencing at a 1 inch rebar found in a monument box at the centerlines of Fulton Dr. NW (S.R. 687, variable width) and Everhard Rd. NW (CR 98, variable width), thence along the centerline of said Fulton Dr., S 48° 18' 07" E for a distance of 92.09, thence S 41° 41' 53" W for a distance of 39.86 feet to a rebar set on the south right of way line of said Fulton Dr. NW, being the **POINT OF BEGINNING** of the parcel hereinafter described:

Thence along the south right of way line of said Fulton Drive NW for the following 13 courses:

1. S 48° 18' 07" E for a distance of **148.40** feet to a rebar set;
2. S 41° 33' 25" W for a distance of **5.14** feet to a 5/8 inch rebar found;
3. S 48° 18' 07" E for a distance of **46.49** feet to a rebar set;
4. S 34° 48' 22" E for a distance of **36.53** feet to a rebar set;
5. S 48° 18' 07" E for a distance of **226.38** feet to a rebar set;
6. N 41° 43' 25" E for a distance of **18.53** feet to a rebar set;
7. S 48° 18' 07" E for a distance of **218.45** feet to a rebar set;
8. Thence southeasterly on a curve deflecting to the right having an arc distance of **290.27** feet, having a central angle of **2° 56' 30"**, a radius of **5653.63** feet, and a chord that bears S 46° 49' 32" E for a distance of **290.24** feet to a rebar set;
9. S 45° 21' 12" E for a distance of **106.00** feet to a rebar set;
10. S 31° 51' 27" E for a distance of **57.42** feet to a rebar set;
11. S 45° 21' 12" E for a distance of **462.14** feet to a point;
12. Thence southeasterly on a curve deflecting to the right having an arc distance of **33.73** feet, having a central angle of **48° 19' 03"**, a radius of **40.00** feet, and a chord that bears S 69° 30' 43" E for a distance of **32.74** feet to a rebar set;

13. **S 45° 21' 12" E** for a distance of **138.83** feet to a capped pin "HOLDEN SURVEY" found at the northeast corner of a parcel conveyed to Deville Developments, LLC as recorded in Instrument Number 201301240004182;

Thence along the westerly lines of said Deville Developments, LLC for the following 2 courses:

14. **S 30° 38' 12" W** for a distance of **159.78** feet to a point witnessed by a 1 inch pipe found at **S 52° 03' 05" W** at 0.35 feet;

15. **S 52° 03' 48" E** for a distance of **228.33** feet to a 1 inch bar found at a northwest corner of a parcel conveyed to Fulton Road Office Group, LLC as recorded in Instrument Number 200606300040005;

16. Thence along the west line of said Fulton Road Office Group, LLC, **S 1° 14' 55" W** for a distance of **622.67** feet to a rebar set;

17. Thence along a new division line, **S 54° 49' 30" W** for a distance of **1074.06** feet to a rebar set;

18. Thence along a new division line, **N 35° 10' 30" W** for a distance of **515.80** feet to a rebar set;

19. Thence northwesterly on a non-tangent curve deflecting to the right having an arc distance of **191.64** feet, having a central angle of **180° 00' 00"**, a radius of **61.00** feet, and a chord that bears **N 35° 10' 30" W** for a chord distance of **122.00** feet to a rebar set;

20. Thence along a new division line, **N 35° 10' 30" W** for a distance of **546.24** feet to a 2 ½ inch Axle found at a corner of a parcel conveyed to Geitgey Complexes, Inc. as recorded in Official Record 508, Page 969, passing over a rebar set at a corner of said Geitgey Complexes, Inc. at 104.76 feet;

21. Thence along the south line of said Geitgey Complexes, Inc., **N 45° 45' 37" E** for a distance of **639.71** feet to a Mag Nail found on top of a wood fencepost;

22. Thence along the east line of said Geitgey Complexes, Inc., **N 46° 06' 48" W** for a distance of **1131.27** feet to a rebar set on the east right of way line of said Everhard Road N.W.;

Thence along the east line of said Everhard Road N.W. for the following 5 courses:

23. **N 42° 11' 19" E** for a distance of **0.88** feet to a rebar set;

24. **N 42° 03' 45" E** for a distance of **264.46** feet to a rebar set;

25. **N 58° 07' 34" E** for a distance of **60.18** feet to a rebar set;

26. **N 42° 15' 54" E** for a distance of **397.20** feet to a rebar set at a point of curvature;

27. Thence northeasterly on a curve deflecting to the right having an arc distance of **62.44** feet, a central angle of **89° 25' 59"**, a radius of **40.00** feet, and a chord that bears **N 86° 58' 54" E** for a distance of **56.29** feet to the **Point of Beginning**, containing 61.5166 acres (2,679,664 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record.

All bearings referred to herein, are relative to grid north of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011), as determined from GNSS measurements tied to the Ohio Department of Transportation's VRS system.

All rebar set are 5/8 inch diameter by 30 inch long rebar with cap marked "GPD"

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from an actual field survey conducted in May 2019.

EXHIBIT C

ECONOMIC DEVELOPMENT PLANS FOR DISTRICT 19-002

District 19-002 is created for the establishment of a new project site that will allow a business to locate to and own its headquarters within District 19-002. District 19-002 will allow this business to expand its operating capacity within an expanded structure to economically respond to changes in market conditions. Establishment of District 19-002 will significantly strengthen the tax base for local, county, and state governments for the foreseeable future.

In connection therewith, the following public improvements will be completed:

- Construction of a public right of way from Fulton Road to public facilities to facilitate public ingress and egress, including street lighting and directional improvements.
- Installation of a traffic light at Fulton Road to facilitate ingress and egress to public facilities.
- Installation of the following turn lanes:
 - Drop right turn lane on northbound Everhard Road at Fulton Road;
 - Drop right turn lane on eastbound Fulton Road at the Meijer access road;
 - Drop right turn lane on eastbound Fulton Road at Everhard Road (abutting the Speedway gas station);
 - Drop right turn lane on westbound Fulton Road at Everhard Road (abutting the Pellegrino property); and
 - Drop right turn lane on westbound Fulton Road at Frank Road (abutting the Circle K).
- Construction of a storm water drainage system through, across, and on the development and public facilities.
- Installation of water and sewer service to public facilities.
- Installation of natural gas and electric service to public facilities.