

**JOINT ECONOMIC
DEVELOPMENT DISTRICT
CONTRACT**

By and Among

**TOWNSHIP OF SHARON
and
CITY OF WORTHINGTON**

Dated as of
_____, 2020

**JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT**

This Joint Economic Development District Contract (the “Contract”) is made and entered into as of _____, 2020, by and among the Township of Sharon located in the County of Franklin, Ohio (the “Township”) and the City of Worthington, Ohio (the “City”). The Township and City are hereinafter collectively referred to as the “JEDD Parties” and individually a “JEDD Party”, in accordance with the terms and provisions set forth herein.

RECITALS

A. The JEDD 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.

B. 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, or contiguous to the territory of a township or municipal corporation that is contiguous to a JEDD Party.

C. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, enacted by the City Council of the City on _____, 2020, and Resolution No. _____, adopted by the Board of Trustees of the Township on _____, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree as follows:

Section 1. Creation of District. The Township and the City hereby create a joint economic development district in accordance with the terms and provisions of this Contract and the JEDD Statute. The joint economic development district created by this Contract shall, initially, encompass the territory described in Exhibit A attached to this Contract, and incorporated herein by this reference, shall be known as the “Sharon Township Joint Economic Development District”, and shall hereinafter be referred to as the “District.”

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

- A. that it is entering into this Contract freely and without duress or coercion;
- B. that the creation of the District and the levy of income tax within the District as provided herein will enable the City, the Township and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the City, and the Township;
- C. that the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the County, the City, and the Township; and
- D. that consideration exists to support this Contract.

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 Contract, including Exhibit A, from time to time by a writing approved by the legislative authorities of the contracting parties, to (a) add real property within the Township or the City to the territory of the District, or (b) to 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 such amendment.

Section 2. Term. The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the Township's and the City's execution of this Contract, and (ii) the expiration of any statutory period permitting a referendum of the Township's resolution or the City's ordinance. Such date is hereinafter referred to as the "Effective Date." The initial term of this Contract shall terminate December 31, 2052, unless otherwise terminated prior to that date as hereinafter provided. Any renewals of this Contract shall only occur upon the written mutual agreement of the JEDD Parties. Under no circumstance shall this Contract be effective prior to the 31st day after its approval in accordance with Ohio Revised Code Section 715.72, including approval by the electors of the Township if required.

This Contract may be terminated at any time by mutual consent of the Township and the City. In order for such termination to be effective, the legislative actions of the Township and the City providing for that termination must occur and be effective within a ninety (90) day period.

Unless the Township and the City mutually agree otherwise in writing, this Contract shall automatically terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 8 (the "District Income Tax") within one hundred twenty (120) days after the initial meeting of the Board.

This Contract may also be terminated by the Township or the City if it is determined in a "Terminable Final Judgment" (as defined below) that the District Income Tax is not legal or valid or that the District may not levy, collect or distribute the proceeds of the District Income Tax in accordance with this Contract.

A "Terminable Final Judgment" means a judgment by a court of competent jurisdiction for which either (i) the period of time permitted for an appeal of that judgment has expired without an appeal, or (ii) no further appeal is permitted.

If the Township or the City elects to terminate this Contract as the result of a Terminable Final Judgment, the terminating entity must deliver written notice of the termination to the other entity and the Board. The effective date of such termination shall be not less than one hundred and eighty (180) days after the receipt of the notice by the other JEDD Parties and the Board.

Upon termination of this Contract, any property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real or other personal property and assets shall be distributed to the Township. Upon termination of the Contract, 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 as are public records of the Township.

This Contract shall continue in existence throughout its term and shall be binding on the Township and the City and on any successors thereof, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, the Township and the City may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to or as a substitute for the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the District Income Tax.

Section 3. Provision of Services to the District.

(a) The Township shall provide, or cause to be provided, the following services to the District: all usual and customary governmental services furnished by the Township to other unincorporated portions of the Township, including, but not limited to, law enforcement services, road maintenance, and code enforcement. The Township will also provide accommodation for

meetings of the Board, maintenance of the records of the District and any necessary staffing for the Board.

(b) The City shall provide, or cause to be provided, the following services to the District: fire and emergency medical services (to the extent the Worthington Division of Fire is obligated to provide fire and emergency medical services to the Township during the term of the Contract, consistent with the provisions of a separate agreement for said services), and the administration, collection and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City will also engage in 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 promotional 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 shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract, 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. 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 as Exhibit C to this Contract.

Section 6. Board of Directors. The Township and 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 or areas to be included within the District, then 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 selected by the above-described other members.

The Worthington City Council shall appoint the member described in (a) and (c) above.

The Board of Trustees of the Township shall appoint the member described in (b) and (d) above.

If there are no businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in (a), (b) and (e), above. If the Board is originally composed of the members as set forth in (a), (b) and (e), above, and subsequently one or more businesses are located, or persons begin working, in the District, the Board shall be increased to five (5) members by the appointment of the members as set forth in (c) and (d), above, in accordance with the procedure for such appointments as hereinbefore set forth.

The terms of service 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, but no member shall serve more than two consecutive terms on the Board. The member of the Board described in (e), 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 shall be deemed to have resigned as a member 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 (a), (b), (c) and (d), above shall serve at the pleasure of the entity appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed and qualified.

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 and a Secretary and a Treasurer, provided that the Secretary and Treasurer may be the same person. Such 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 7. 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 twenty (120) days of the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the Township or at other locations within the Township 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. If the Board consists of three members, a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. 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.

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

The Chairperson 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 any two other members of the Board may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business.

The Vice Chairperson shall act as 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, 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 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 the District shall be the same as the fiscal year of the Township (which is currently January 1 through December 31). 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 expenses of the District.

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 Worthington Director of Finance and to representatives of the Township as soon as available and in any event within seventy-five (75) days after the end of each fiscal year the following reports:

(A) A financial report for the fiscal year then ended, together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the periods covered.

(B) Copies of any State mandated audits received by the Board on behalf of the District.

It is expressly understood that the Board shall provide such items to the Worthington Director of Finance and to representatives of the Township in a timely manner. In addition, the Board shall provide the Worthington Finance Director and to representatives of the Township such other information as they reasonably request.

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 Contract.

The Board, on behalf of the District, 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 the District 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;

(3) make available the use or services of any District 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 area or jurisdiction of the District 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 a JEDD Party;

(6) 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, the 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 the District;

(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 facility, for research and development with respect to District 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

(10) purchase fire and extended coverage and liability insurance for any District facility and for the office 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.

The Board may enter into an agreement with a JEDD Party 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. The Township and the City 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.

The Board may enter into an agreement with a JEDD Party to provide financial and accounting services, administrative support services, economic development consulting, or other necessary services.

The Board may provide by resolution that the purchases of real or personal property and other goods or services shall comply with applicable rules or regulations of the Township.

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

Section 8. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District 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%) of the gross amount of the District Income Tax, shall be set aside for the long-term maintenance and operation of the District (the “Maintenance Fees”). The Board shall enact the District Income Tax authorized by this Section at or within one hundred twenty (120) 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 2.5%) 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). 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 Contract. 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 but, in any event, no later than ninety-five (95) days after the adoption of that resolution. 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 Director of Finance. The District Income Tax shall apply in the entire District throughout the term of this Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

Section 9. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72 of the Revised Code, 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”), who shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement shall also provide that the Administrator shall make an annual report to the City, Township, and Board regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall also provide for the payment of a fee by the District to the City to reimburse the City for the actual costs incurred by the City in administering, collecting and enforcing the District Income Tax on behalf of the District (the “City Administration Fee”) in accordance with the formula contained therein, which formula shall be not less than the amount charged to the City by the Regional Income Tax Authority (“RITA”) for the administration, collection and enforcement of the City’s municipal income tax levied within the corporate limits (which rate is currently 3%).

Section 10. Distribution of District Income Tax. On the first business day of each quarter, the Administrator shall provide the District with the proceeds of the Maintenance Fee, which shall be an amount sufficient for the long-term maintenance of the District and to pay the outstanding or expected expenses of the operation of the District for that quarter (excluding the City Administration Fee which amount shall be paid first from the District Income Tax revenues in accordance with the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board. The cost of state mandated audits of the District shall first be paid from sums allocated to the District and, if insufficient, from the District

Income Tax revenue. In addition, a JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those provided to the District (and those paid as a reimbursement to the City for the City Administration Fee under the Tax Agreement) shall be paid or credited by the Administrator to the JEDD Parties without need of further action by the Treasurer or the Board. On the 10th business day of each quarter, the Administrator shall allocate the remaining amount of the District Income Tax then on deposit with the Administrator into two (2) parts to be distributed to the JEDD Parties as follows:

(a) To the City, an amount equal to 20 percent of the remaining amount. That amount may be used by the City for any lawful purpose; and

(b) To the Township, an amount equal to 80 percent of the remaining amount. That amount may be used by the Township for any lawful purpose.

Section 11. Annexation; Zoning; Other Revenues. During the initial term of this Contract 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 the Township adopts a resolution consenting to the commencement of the proceeding. Although 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, the City agrees that, so long as this Contract remains in effect and unless the Township adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

Unless preempted by the Township, Franklin County shall retain and administer all planning, platting, zoning and land use authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

Except as set forth in Sections 8, 9 and 10 of this Contract, as to the District Income Tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including, but not limited to, real estate, personal property, estate taxes, motel taxes and service levies. Pursuant to Ohio Revised Code Section 715.72(U), no JEDD Party shall grant any tax exemption under Chapter 1728 or Ohio Revised Code Sections 3735.67, 5709.62, 5709.63 and 5709.632 for any property in the District without the express written consent of the other JEDD Party. The JEDD Parties hereby agree for purposes of this Contract 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 with 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 shall also have the right to issue and reissue levies within all areas of Sharon Township, including the territory in the District, for any purpose permissible under law.

Section 12. Defaults and Remedies. A failure to comply with the terms of this Contract 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 Contract or for damages or both. Other than as provided in Section 2 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 13. Amendments. This Contract may be amended at any time to add property to the District in the manner prescribed by the JEDD Statute and by a written agreement by and among the Township and the City. This Contract may also be amended at any time for any purpose other than adding property to the District by a written agreement by and between the Township and the City.

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 to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Contract 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 Contract 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 Contract. The Township and the City 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. The Township and the City shall support this Contract and shall defend the same against any lawsuits brought against the District or the Board or the Township or the City in

conjunction with the District. The expenses and fees of the Board, the Township and the City, including reasonable attorney fees, incurred in any lawsuit brought against the District or the Board or the Township or the City shall be paid or reimbursed from the District Income Tax revenues prior to any distributions to the JEDD Parties. If the District Income Tax revenues are insufficient at any time to pay such expenses and fees, then each of the JEDD Parties shall initially pay their own respective expenses and fees, and the JEDD Parties shall each be reimbursed for the amount of such expenses and fees paid by them when the District Income Tax revenues are available for that reimbursement.

Notwithstanding the foregoing and only to the extent not otherwise covered by insurance, if the District Income Tax revenues are insufficient at any time to pay the expenses and fees of the Board incurred in the defense of a lawsuit brought by a third party within one (1) year of the Effective Date which seeks to terminate or similarly challenge this Contract, the Township shall undertake the defense on behalf of the Board, and the Township shall be reimbursed for the amount of such expenses and fees paid by the Township when the District Income Tax revenues are available for that reimbursement. In the event of such litigation, the Township shall have the sole and unilateral authority to terminate the Contract without the consent of the other JEDD Parties; provided, however, that the Township shall provide the other JEDD Parties with thirty (30) days prior written notice of such termination. Moreover, the Township shall have the authority to control, compromise and/or settle such litigation on such terms as the Township deems satisfactory.

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 Contract and to sign

or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. Except as provided in Section 2 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

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

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

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

Section 19. Governing Law. This Contract 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 are amended or are 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 Contract 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 Contract or any addendum to or counterpart of this Contract, 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 Contract, notices shall be addressed to:

The Township at:

Sharon Township Board of Trustees
95 E. Wilson Bridge Rd.
Worthington, OH 43085

With a copy simultaneously sent or delivered to:

Julia E. Donnan
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

The City at:

City of Worthington
Law Director
374 Highland Avenue
Worthington, OH 43085

With a copy simultaneously sent or delivered to:

City of Worthington
Economic Development Director
6550 N. High Street
Worthington, OH 43085

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 City and the Township, as applicable, under this Contract 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 or the Township are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Contract, the financial obligations of the City and the Township, respectively, under this Contract shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

IN TESTIMONY WHEREOF, the Township and the City 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

By: _____
City Manager

Approved as to form:

Worthington Law Director

THE TOWNSHIP

Approved as to form:

By: _____
Township Trustee

Township Legal Counsel

DIRECTOR OF FINANCE’S CERTIFICATE

The undersigned, director of finance of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2020

Director of Finance
City of Worthington, Ohio

FISCAL OFFICER’S CERTIFICATE

The undersigned, fiscal officer of the Township, hereby certifies that the moneys required to meet the obligations of the Township during the year 2020 under the Contract have been lawfully appropriated by the Township for such purposes 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.

Dated: _____, 2020

Township Fiscal Officer
Township of Sharon, Ohio

EXHIBIT A-1

Sharon Township Joint Economic Development District

Description of the District

The Sharon Township Joint Economic Development District (the "JEDD") consists of five contiguous parcels located within Sharon Township (Franklin County), Ohio (the "Township"). The map attached as Exhibit A-2 shows the location of the five parcels. Franklin County, Ohio parcel numbers 250-006938, 250-006893, 250-006936, 250-006937 and 250-000023. All parcels are currently zoned "Exceptional Use". The property description of these parcels within the JEDD is also attached as Exhibit A-3.

Parcel numbers 250-006938 and 250-006893 are or are anticipated to be operated as a shopping center.

Parcel numbers 250-006936 and 250-006937 are or are anticipated to be operated as a senior/assisted living facility.

Parcel number 250-000023 is being or is anticipated to be operated for commercial purposes.

EXHIBIT A-2



EXHIBIT A-3

LEGAL DESCRIPTION

4.740 Acres

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47 and being as conveyed to Continental Hills, LLC in Instrument Number 201703020029459 as more particularly described as follows;

Beginning at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre, the south line of said Lot 1 of Mt. Airyshire Office Park, the southerly right of way line of Mt. Airyshire Boulevard as dedicated in Plat Book 81, Page 57, **S 86° 57' 22" E, 250.04 feet** to a 3/4" pipe capped BDM at an angle point in north line of said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, and being in the south line of Lot 5 of said Mt. Airyshire Office Park, and also being the northwest corner of a 1.830 acre tract as conveyed to Ohio-American Water Company in Instrument Number 200201150013687;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the west line of said 1.830 acre tract, **S 03° 02' 38" W, 200.01 feet** to a 3/4" pipe at the southwest corner of said 1.830 acre tract and being an angle point in the north line of said 11.162 acre tract and the north line of said Lot 1 of Worthington Hills Centre and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the south line of said 1.830 acre tract, **S 86° 57' 22" E**, passing a 3/4" pipe capped Bird and Bull at 288.06 feet, **a total distance of 417.26 feet** to the southeast corner of said 1.830 acre tract, the northeast corner of said 11.162 acre tract, the northeast corner of said Lot 1 of Worthington Hills Centre and being the approximate centerline of the Olentangy River;

Thence with the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and the approximate centerline of the Olentangy River, the following two (2) courses:

1. **S 07° 31' 37" E, 301.96 feet** to an angle point in the east line of said 11.162 acre tract and the east line of said Lot 1 of Worthington Hills Centre;
2. **S 24° 01' 06" E, 37.45 feet** to an angle point in the east line of said 11.162 acre tract and the east line of said Lot 1 of Worthington Hills Centre;

Thence cross said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, **S 80° 39' 12" W**, passing an iron pin set at 130.00 feet, **a total distance of 520.19 feet** to an iron pin set in the west line of said 11.162 acre tract and the east line of a 0.607

EXHIBIT A-3

FRANKLIN COUNTY, OH

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Page: 6 of 6

acre tract as conveyed to Star Bank, National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **N 09° 23' 39" W, 267.46 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract and the northeast corner of said 0.607 acre tract;

Thence with the west line of said 11.162 acre tract and the north line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **S 80° 56' 22" W, 124.65 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract, the northwest corner of said 0.607 acre tract and being in the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, **N 09° 05' 15" W, 94.32 feet** to an iron pin set;

Thence across said 11.162 acre tract and said Lot 1 of Worthington Hills Centre the following two (2) courses:

1. **N 83° 06' 24" E, 221.00 feet** to an iron pin set;
1. **N 03° 02' 38" E, 76.41 feet** to the **TRUE POINT OF BEGINNING**, containing **4.740 acres**, more or less, 3.727 acres being in Auditor's Parcel Number 250-000023 and 1.013 acres being Auditor's Parcel Number 250-006893.

The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.

APPROVED BY FRANKLIN COUNTY
ECONOMIC DEVELOPMENT &
PLANNING DEPARTMENT
NO PLAT REQUIRED
[Signature] 11/22/18
Authorized By 054-19-LS Date



ADVANCED CIVIL DESIGN INC.

[Signature] 11/30/18
Jonathan E. Phelps, PS
Registration No. 8241

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CORNEILLE ROBERTSON, C.S.
BY: *[Signature]*
DATE: 10/29/19

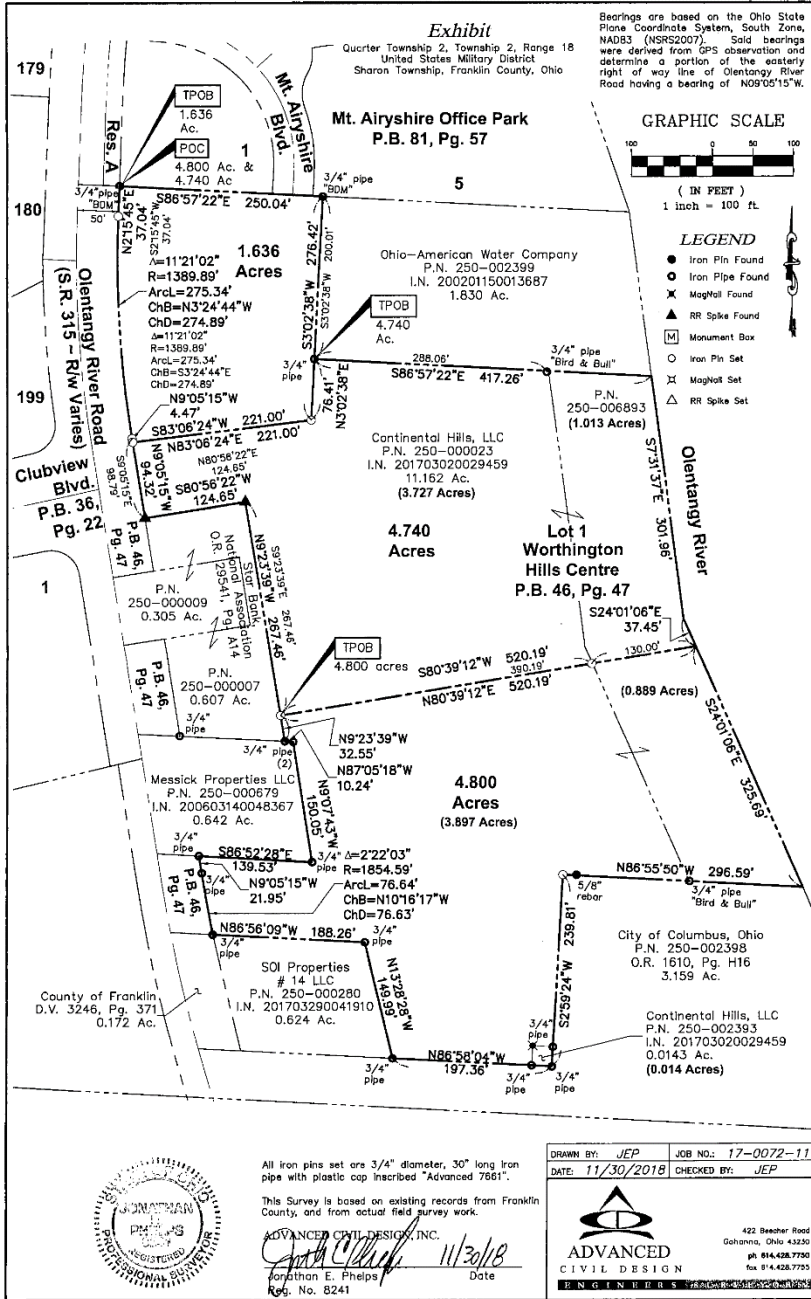
EXHIBIT A-3

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EXHIBIT A-3

LEGAL DESCRIPTION

1.636 Acres

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47 and being as conveyed to Continental Hills, LLC in Instrument Number 201703020029459 as more particularly described as follows;

Beginning at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre, the south line of said Lot 1 of Mt. Airyshire Office Park, the southerly right of way line of Mt. Airyshire Boulevard as dedicated in Plat Book 81, Page 57, **S 86° 57' 22" E, 250.04 feet** to a 3/4" pipe capped BDM at an angle point in north line of said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, and being in the south line of Lot 5 of said Mt. Airyshire Office Park, and also being the northwest corner of a 1.830 acre tract as conveyed to Ohio-American Water Company in Instrument Number 200201150013687;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the west line of said 1.830 acre tract, and also across said 11.162 acre tract, **S 03° 02' 38" W, passing a 3/4" pipe at 200.01 feet, a total distance of 276.42 feet** to an iron pin set;

Thence across said 11.162 acre tract, **S 83° 06' 24" W, 221.00 feet** to an iron pin set in the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, the following three (3) courses:

1. **N 09° 05' 15" W, 4.47 feet** to an iron pin set;
2. Along a curve to the right, having a central angle of **11° 21' 02"** and a radius of **1389.89 feet**, an arc length of **275.34 feet**, a chord bearing and chord distance **N 03° 24' 44" W, 274.89 feet** to an iron pin set;
3. **N 02° 15' 45" E, 37.04 feet** to the **TRUE POINT OF BEGINNING**, containing **1.636 acres**, more or less.

The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

EXHIBIT A-3

FRANKLIN COUNTY, OH

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Page: 5 of 6

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.



ADVANCED CIVIL DESIGN INC.

Jonathan E. Phelps 4/30/18
Jonathan E. Phelps, PS
Registration No. 8241

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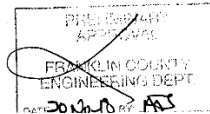
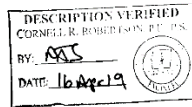


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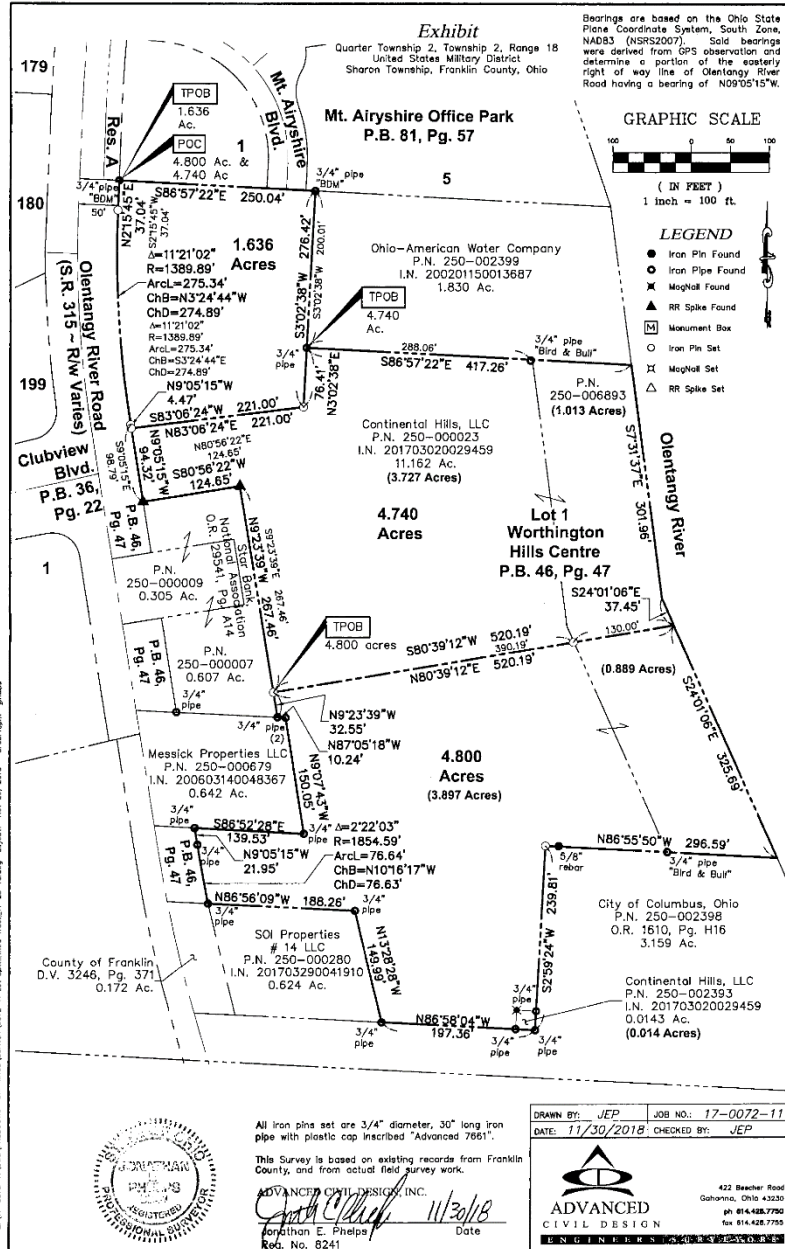


EXHIBIT A-3

LEGAL DESCRIPTION

4.800 Acres

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47, and also being all of a 0.0143 acre tract as both are conveyed to Continental Hills, LLC in Instrument Number 201703020029459, as more particularly described as follows;

Commencing at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, the following three (3) courses:

1. **S 02° 15' 45" W, 37.04 feet** to an iron pin set;
2. Along a curve to the left, having a central angle of **11° 21' 02"** and a radius of **1389.89 feet**, an arc length of **275.34 feet**, a chord bearing and chord distance **S 03° 24' 44" E, 274.89 feet** to an iron pin set;
3. **S 09° 05' 15" E, about 98.79 feet** a railroad spike at the northwest corner of a 0.607 acre tract as conveyed to Star Bank, National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the north line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **N 80° 56' 22" E, 124.65 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract and being the northeast corner of said 0.607 acre tract;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **S 09° 23' 39" E, 267.46 feet** to an iron pin set and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence crossing said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, **N 80° 39' 12" E**, passing an iron pin set at 390.19, **a total distance of 520.19 feet** to the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and being in the approximate centerline of the Olentangy River;

Thence with the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and the approximate centerline of the Olentangy River, **S 24° 01' 06" E, 325.69 feet** to the southeast corner of said 11.162 acre tract, the southeast corner of said Lot 1 of Worthington Hills Centre and the northeast corner of a 3.159 acre tract as conveyed to City of Columbus, Ohio in Official Record 1610, Page H16;

Thence with the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre and the north line of said 3.159 acre tract, **N 86° 55' 50" W**, passing a 3/4" pipe capped Bird and Bull at 140.29 feet, a 5/8 rebar at 279.65 feet, a

EXHIBIT A-3

total distance of 296.59 feet to an iron pin set at an angle point in the north line of said 3.159 acre tract, being an angle point in the south line of said 11.162 acre tract and an angle point in the south line of said Lot 1 of Worthington Hills Centre;

Thence with the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre, the east line of said 0.0143 acre tract, and the north line of said 3.159 acre tract, **S 02° 59' 24" W**, passing over a 3/4" pipe at 214.90 feet, **a total distance of 239.81 feet** to a 3/4" pipe at the southeast corner of said 0.0143 acre tract and being an angle point in the north line of said 3.159 acre tract;

Thence with the south line of said 0.0143 acre tract, the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre and the north line of said 3.159 acre tract, **N 86° 58' 04" W**, passing over a 3/4" pipe at 25.07 feet, **a total distance of 197.36 feet** to a 3/4" pipe at the southwest corner of said 11.162 acre tract, the southwest corner of said Lot 1 of Worthington Hills Centre and the southeast corner of a 0.624 acre tract as conveyed to SOI Properties#14 LLC in Instrument Number 201703290041910;

Thence with the west line of said 11.162 acre tract, the west line of said Lot 1 of Worthington Hills Centre and the east line of said 0.624 acre tract, **N 13° 28' 28" W**, **149.99 feet** to a 3/4" pipe at the northeast corner of said 0.624 acre tract, an angle point in the west line of said 11.162 acre tract and an angle point in the west line of said Lot 1 of Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the north line of said 0.624 acre tract, **N 86° 56' 09" W**, **188.26 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, the northwest corner of said 0.624 acre tract, the northeast corner of a 0.172 acre tract as conveyed to County of Franklin in Deed Volume 3246, Page 371 and being in the easterly right of way line of Olentangy River Road (S.R. 315);

Thence with the west line of said 11.162 acre tract and the easterly right-of-way line of Olentangy River Road as dedicated in said Worthington Hills Centre across said Lot 1 of Worthington Hills Centre the following two (2) courses:

1. Along a curve to the right, having a central angle of **02° 22' 03"** and a radius of **1854.59 feet**, an arc length of **76.64 feet**, a chord bearing and chord distance **N 10° 16' 17" W**, **76.63 feet** to a 3/4" pipe;
2. **N 09° 05' 15" W**, **21.95 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, being in the south line of a 0.642 acre tract as conveyed to Messick Properties LLC in Instrument Number 200603140048367 and being in the west line of said Lot 1 of Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the south line of said 0.642 acre tract, **S 86° 52' 28" E**, **139.53 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, an angle point in the west line of said Lot Number 1 in Worthington Hills Centre and being the southeast corner of said 0.642 acre tract;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the east line of said 0.642 acre tract, **N 09° 07' 43" W**, **150.05 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, an angle point in the west line of said Lot Number 1 in Worthington Hills Centre and being the northeast corner of said 0.642 acre tract;

EXHIBIT A-3

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the north line of said 0.642 acre tract, **N 87° 05' 18" W, 10.24 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract and being the southeast corner of a 0.607 acre tract as conveyed to Star Bank National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot Number 1 in Worthington Hills Centre, **N 09° 23' 39" W, 32.55 feet** to the **TRUE POINT OF BEGINNING**, containing **4.800 acres**, more or less, 3.897 acres being in Auditor's Parcel Number 250-000023 and 0.889 acres being Auditor's Parcel Number 250-006893 and 0.014 acres being in Auditor's Parcel Number 250-002393.

The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.



ADVANCED CIVIL DESIGN INC.

Jonathan E. Phelps 11/30/18

Jonathan E. Phelps, PS
Registration No. 8241

**APPROVED BY FRANKLIN COUNTY
ECONOMIC DEVELOPMENT &
PLANNING DEPARTMENT
NO PLAT REQUIRED**

Burt M. Fiden 11/27/19
Authorized By 054-15-65 Date

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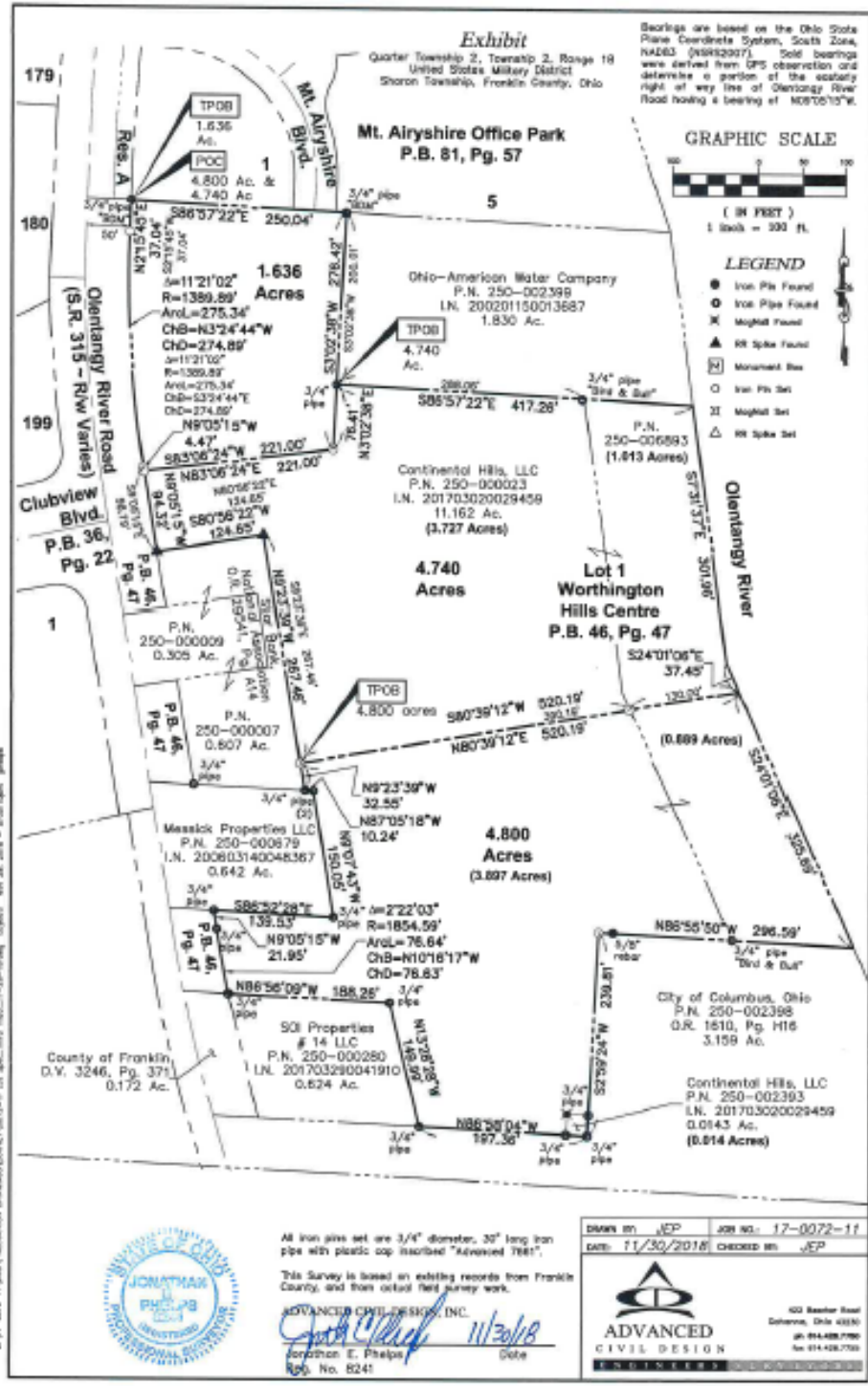


EXHIBIT B

Sharon Township Joint Economic Development District

Economic Development Plan

The Sharon Township Joint Economic Development District (the “District”) is created pursuant to Section 715.72 of the Ohio Revised Code (the “Act”) by Sharon Township (Franklin County), Ohio (the “Township”), and the City of Worthington, Ohio (the “City”) to facilitate economic development and redevelopment in the District. The Economic Development Plan for the District will be to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Franklin County (the “County”), the Township, the City and the District; and (ii) the construction of public infrastructure (the “Public Infrastructure”) to facilitate and support the commercial and residential development, which may include, but is not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the City and the Township, together with all necessary or appropriate appurtenances.

In accordance with Section 4 of the Sharon Township Joint Economic Development District Contract (the “Contract”) and Section 715.72(F)(3) of the Act, this Economic Development Plan outlines the goals for the District and the schedule for the provision of new, expanded, enhanced or additional services, facilities and/or improvements:

- a. Upon approval of the Contract and creation of the District, the Township and the City will provide services, as agreed upon by the parties, to assist the District with planning, marketing, promotion and related activities to facilitate economic development and redevelopment in the District. The District will cooperate with the Township and the City in activities that promote, complement and benefit economic development in the District and to further the economic development and redevelopment of the District.
- b. The District will cooperate with the Township and the City and regional entities to attract to and retain businesses that will drive economic development in the District.
- c. The District will encourage public and private partnerships to benefit the District and the region.
- d. The District will cooperate with the Township and the City and/or Franklin County to utilize other economic incentives to attract to and retain businesses in the District, including (without limitation) tax increment financing, property tax

incentives, Ohio Job Creation Tax Credits, Ohio 629 funds, Ohio Public Works funds, and developer contributions.

e. The Township shall provide all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the District, including, but not limited to, law enforcement services, road maintenance, and code enforcement.

f. The City shall provide fire and emergency medical services (to the extent the Worthington Division of Fire is obligated to provide fire and emergency medical services to the Township during the term of the Contract, consistent with the provisions of a separate agreement for said services).

g. The City shall furnish additional services if allowed by law and mutually agreed upon by the City and the Board.

EXHIBIT C

Sharon Township Joint Economic Development District

Schedule for the Collection of the District Income Tax

The Sharon Township Joint Economic Development District (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of Worthington, Ohio (the “City”) and Sharon Township (Franklin 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 or residing in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.5%) for distribution to the Board, the City and the Township.