

RICHFIELD LIGHT INDUSTRIAL / OFFICE
JOINT ECONOMIC DEVELOPMENT DISTRICT PROJECT AGREEMENT

This Richfield Light Industrial / Office Joint Economic Development District Agreement (the "Agreement") is made and entered into as of October 24, 2005, by and between the Township of Richfield (the "Township"), a township existing and operating under laws of the State of Ohio and the Village of Richfield (the "Village"), a municipal corporation existing and operating under the laws of the State of Ohio, including their respective successors, in whole or in part, in accordance with the terms and provisions set forth herein.

RECITALS

- A. The Township and the Village intend to enter into this Agreement to create and provide for the operation of the Richfield Light Industrial / Office Joint Economic Development District (the "District") in accordance with Sections 715.72 et seq. of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").
- B. The legislative authorities of the Township and the Village have each authorized and directed the Township and the Village, respectively, to make and enter into this Agreement by and through their respective officers in accordance with Resolution No. 10-2005, adopted by the Township Board of Trustees on July 21, 2005 and Ordinance No. 23-2005, enacted by the Village Council on July 19, 2005.

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

I. Purpose. The Township and the Village agree that the creation and purpose of the District shall be to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in this State and in the District, the Village, and the Township. The creation of the District will also assure the appropriate development of the property included in the

District, which property has been historically zoned as industrial, but which property is adjacent to currently existing residential properties and is located in an environmentally sensitive area resulting from its close proximity to the National Park. The Township and the Village desire to work together to protect this area while providing economically viable alternatives for the development of the property in the District. The District will preserve the Township's tax base, expand the tax base of the Village, provide employment opportunities, encourage the appropriate development of the area, provide the benefits of sewer and water to the area, and improve the economic welfare of the people in the region. The Township's and the Village's cooperation in this effort will encourage investment and economic well-being of the Township, the Village and the entire region, while at the same time protecting their residences and property values in both the Township and the Village.

II. District.

- A. Creation of District: Name. The Township and the Village hereby create a joint economic development district pursuant to this Agreement, which shall be known as the "Richfield Light Industrial / Office Joint Economic Development District" (the "District"). The Board of Directors of the District (the "District Board") may change the name of the District by resolution of the District Board.
- B. Territory of District. The territorial boundaries of the District described in Exhibit A are located in Richfield Township. The territory of the District is located entirely within the County of Summit (the "County"), which is a chartered county, and the District does not include any "parcel of land" (as defined in Section 715.73(C) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or a township. The District includes only land that is currently zoned Light Industrial / Office.
- C. Addition and Removal of Areas from District. This Agreement, including Exhibit A hereto, may be amended from time to time to add certain property within Richfield Township to the territory of the

District. No property may be added to the District until the owner of that property has filed a request with the Township and the Village and the Township and the Village have approved the request. No parcel will be added that would cause a violation of Revised Code Sections 715.73 or 715.761 or other applicable sections of the Revised Code. Upon agreement by the Township and the Village, this Agreement, including Exhibit A hereto, shall be amended to add such property to the territory of the District pursuant to the request of the owner of that property. Prior to such amendment, the Village shall seek to amend its Water Service Agreement with the City of Cleveland to include the additional property. Upon agreement by the Township and the Village, this Agreement, including Exhibit A hereto, may be amended from time to time to remove property from the territory of the District. The Village and the Township must meet the requirements of Revised Code Section 715.761 to amend this Agreement.

- D. Contributions to the District. In accordance with Section 715.74 of the Revised Code, the Township and the Village each agree to contribute to the development and operation of the District. The Village will contribute sanitary sewer services as described in Section VI hereof and water service as described in Section V hereof, and will assist in providing engineering, planning, zoning, and other administrative and planning services. The Township will contribute the real property comprising the District. In addition, the Township and the Village may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The Township and the Village may provide secretarial services and other staffing as each contracting party determines, in its sole discretion, at no cost to the District. In addition, the District Board may contract for such services with one

or more of the contracting parties on such terms as the District Board and the respective contracting parties may agree. The contracting parties shall cooperate with the District Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so.

III. Prohibition of Annexation and Maintaining Township Zoning

- A. Annexation. In accordance with Section 715.79(B) of the Revised Code, the Village agrees that, so long as this Agreement is in effect, the Village will not, without the consent of the Township, accept any annexation petitions for any property located in the District unless such annexation is authorized by the Township. The Township and the Village agree that, so long as this Agreement is in effect, each will not approve, and will use its best efforts to oppose, the annexation by the Village or any other municipal corporation or governmental entity of any property located in the District (except as provided in this Agreement), without the written consent of all of the parties hereto. Neither the Township nor the City nor the Village will be divested of its rights or obligations under this Agreement because of annexation, merger or succession of interests except as set forth herein.
- B. Zoning Resolution. The District will be subject to the zoning resolution and regulations of the Township. It is intended, however, that land within the District will be zoned in such a way as to maintain positive and productive economic development consistent with the Township's goal of protecting the residences adjacent to the District and the environmentally sensitive areas. The Township agrees to maintain, to the extent permitted by law, the non-residential zoning of the property in the District and to maintain its development standards within the District. For purposes hereof and

to the extent permitted by law, "zoning" shall include "conditional zoning," granting of any variance or other form of permit to use, and otherwise prescribing the use to which property may be put. This paragraph constitutes an agreement by the parties pursuant to Section 715.80 of the Revised Code.

- IV. Reservation of Property Taxes for Township. The parties acknowledge that all real estate and personal property taxes generated by the Township's portion of the unvoted (inside) millage, levied on property within the District, shall be distributed equally between the Township and the Village. All real estate and personal property taxes generated by the Township's portion of the voted (outside) millage, levied on property within the District, shall be distributed to the Township with no portion going to the District or to the Village.

V. Water

- A. Water Service Within the District. Access to water service from the water system of the City of Cleveland (the "City") shall be made available to users in the District, pursuant to an amendment to the Water Service Agreement between the City of Cleveland and the Village of Richfield (the "Amended Water Service Agreement"), attached hereto as Exhibit B and made a part of this Agreement. The property owners shall install the water lines in the District. The Township shall cooperate with and assist the Village in complying with the Amended Water Service Agreement and shall grant, without cost, such easements, rights of way, or licenses as are necessary to establish water service within the District.

The water rates charged to users in the District shall be equal to the rates as set forth in the Amended Water Service Agreement, as those rates (the "City Rates") are revised from time to time. The Amended Water Service Agreement may also provide for a

connection fee or other charge to users to be charged at the time of connection to the water system and for other fees as they become necessary in the maintenance of the water system. Any water service user will agree to comply with the water service rules and regulations of the City.

- B. Water Service Outside of the District. The Township and the Village agree that, so long as this Agreement is in effect and the District has been created and the income tax provided in this Agreement has been in effect or is being levied and collected, the City shall not be required to extend water service outside the District to property in the unincorporated areas of the Township and adjacent to the District, unless the Township trustees and the Village approve the extension of water lines and /or facilities and the City agrees, subject to the City system requirements, including economic, engineering, and legal feasibility, to provide service to those applying for water.
- C. In addition to the water rates paid by customers located within the District, the City shall receive compensation from the Village for extending water service to the District according to the income tax revenue sharing arrangement more fully described in Section VII hereof.

VI. Sewer.

- A. Sanitary Sewer Service Inside the District. Access to sanitary sewer service from the Village's sanitary sewer system shall be made available to users in the District pursuant to the application process of the Village and as approved by the Township. In order to contribute to that availability, the Village may accept dedication or may acquire, construct, install and maintain certain sanitary sewer service facilities as described in Exhibit C attached, and may construct said facilities in accordance with the schedule set forth in

Exhibit C. Alternatively, pursuant to Article XI(B), the property owner may have the responsibility for the design, construction, acquisition, operation and maintenance of all sanitary sewer facilities. In either case, the property owner shall pay the costs of those facilities. The Township shall grant, without cost to the Village, such easements, rights of way, or licenses as are necessary to establish sanitary sewer service within the District. The District Board will have no right or authority to purchase from the Village the sanitary sewer facilities constructed and installed by the Village in the District.

The Village shall enter into sanitary sewer service agreements with sanitary sewer service users within the District to provide sanitary sewer service at sanitary sewer rates that are equal to Township Service Rates as established by the Village, and revised from time to time, in accordance with Village Sewer User Charge System Manual, as revised from time to time, the Code of Ordinances of the Village, as amended or supplemented from time to time. Those agreements shall provide for a connection fee or other charge to be charged at the time of connection to the sanitary sewer system to the extent permitted by law. The Village may establish procedures for the levy and collection of special connection fees to take the place of the connection fee or other charge. The present connection fee is \$200.00 per Ordinance No. 5-1991 of the Village of Richfield as more fully detailed in Exhibit C, and will be adjusted as the Village Council revises its Uniform Assessment Ordinance.

- B. As agreed to by the Village and the Township, a fee of \$600 per acre connection fee for recoupment of certain costs associated with the Columbia Road Project shall be charged by the Village. A credit shall be provided, in an amount not to exceed the fee to be

charged, for any traffic improvements associated with the Columbia Road Project paid by any property owner within the District.

- C. Sanitary Sewer Service To Areas Outside of the District or From Areas Outside of the District. The Village and the Township agree that, so long as this Agreement is in effect and the District has been created and the income tax provided in this Agreement has been in effect or is being levied and collected, consistent with Village policy the Village shall not be required to extend sanitary sewer lines and/or facilities outside the District to property in the unincorporated areas of the Township at the time of this Agreement and adjacent to the District and the District shall not accept flows from any areas outside the District (whether in the Township or not) unless the Township Trustees approve the extension of sanitary sewer lines and /or facilities or acceptance of flow and the Village agrees, subject to the Village system requirements, including, among other things, economic, engineering, system capacity and legal feasibility, to provide service to those applying for sanitary sewer service. The Township agrees to cooperate with the Village in the Village's efforts to avoid being required to extend sanitary sewer lines within the District to serve users or accept flow outside the District.

- VII. Income Tax. The parties acknowledge that under Ohio law the Township may not enact or impose an income tax. The District Board at its first meeting shall adopt a resolution to levy an income tax on all income as defined in the Village's income tax ordinance at a rate of two percent (2%) in the District in accordance with Section 715.74 of the Revised Code. The resolution shall state that ten percent (10%) of the gross income tax revenues received from income generated in the District shall be allocated equally to the Township and to the Village, at a rate of five percent (5%) to the Township and five percent (5%) to the Village for the administrative

fees associated with the administration of the District and services provided to the District.

The income tax shall go into effect the quarter after this Agreement goes into effect. The incomes subject to the income tax and the rate of the income tax shall change from time to time so that it is equal to the incomes subject to the income tax and the rate of the municipal income tax levied by the Village. The revenues of that income tax shall be used for the purposes of the District and the contracting parties pursuant to this Agreement.

The District Board shall adopt, by resolution, all of the provisions (other than the rate) of the Village's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the District Board pursuant to this Agreement shall apply uniformly throughout the entire District throughout the term of this Agreement.

The District Board shall enter into an agreement with the Village that in consideration for the aforementioned five percent (5%) income tax revenue fee paid to the Village by the District, the Village will administer, collect and enforce the income tax on behalf of the district (the "Tax Agreement"). The Tax Agreement shall provide that the Director of Finance of the Village shall be the Administrator of the income tax of the district (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District. The administration of the income tax collection and enforcement may change only by specific amendment of the agreement between the District and the Village. The vote of the District Board must be by unanimous vote of all members of the Board for such an amendment

The balance of net district revenue, or ninety percent (90%) of the District income tax revenues, shall be distributed by the Administrator in accordance with this Agreement, and with one-third of the net District income tax revenue to the Township, one-third of the net District income tax revenue to the Village for the City's extension of water service to the District, which shall be paid by the Village to the City under a separate agreement between the Village and the City, and one-third of the net District income tax revenue to the Village for its other contributions described in Section II(D) of this Agreement, without need of further action by the Treasurer or the District Board.

Any and all District income tax revenue generated on new property added to the District during the term of this Agreement shall be distributed according to the aforementioned percentages in this Section VII.

The revenues so paid or credited to the Village for extending water service shall be the City's total compensation from the District (exclusive of water user revenues) for supplying water service to the District. The City shall receive no revenue or income other than the water user fees from the Village for income from the Village's current territory.

The revenues so paid or credited to the Village and the Township (exclusive of revenues paid for the extension of water service) shall be used by those parties to encourage, among other things, and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of the Village, Township and District, (including the payment of debt charges related thereto), providing health, safety, morals or general welfare services, as applicable, within the Village, Township, and District providing development planning, counseling and financing

services for the Village, Township and the District, if agreed to by the Village and Township, and generally improving the environment for those working and residing in the Village, Township, and the District, and for other purposes as permitted by law.

Cleveland Businesses. The Village and the Township shall not take any action to directly solicit a Cleveland Business ("Cleveland Business") to relocate out of Cleveland and into the District , including providing tax abatement or other incentives to Cleveland Businesses. If a Cleveland Business relocates to the District, as a result of such solicitation, the compensation to the City as described in Articles I(A) and II(A) of the Economic Development Agreement between the City of Cleveland and the Village of Richfield shall be adjusted to provide the City with fifty percent (50%) of the net income tax revenue generated by the relocated Cleveland Business for a period of ten (10) years. Further, the Village and the Township agree to provide notice to the City of Cleveland if any Cleveland Business that proposes to relocate to the District files for approval of such a move with the Village or the Township, or if the Village or the Township become aware that a Cleveland Business has expressed interest in relocating to the District. Whichever party (Village or Township) that takes the action which triggers the additional 16 2/3% charge in favor of Cleveland, shall have the same 16 2/3% reduction charged against its proportional share of the JEDD proceeds. For example, if the Township causes the additional charge in favor of Cleveland, the Township shall only receive 16 2/3% of the JEDD proceeds from the relocating Cleveland Business resulting from solicitation by the Township.

IX. Term. The initial term of this Agreement shall commence on the date hereof and shall terminate after fifty (50) years, unless otherwise terminated prior to that date as provided herein. The parties, if consented to by the Township and Village, shall have the right to extend this Agreement for one 50-year period by delivering written notice of the extension of the other party hereto on or before 180 days prior to the expiration of the term of this Agreement. The initial and renewal terms of this Agreement reflect that the accrual of benefits to the parties from this Agreement may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

Pursuant to Section 715.74(D) of the Revised Code, this Agreement 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 the District shall be included within a municipal corporation by annexation, merger or otherwise, the Township and the Village may, but are not required to, amend this Agreement to include that municipal corporation as a party to this Agreement 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 Agreement shall continue to be a part of the District and subject to the terms of this Agreement and to the income tax provided for in Section VII hereof.

X. District Board of Directors

A. Board of Directors. Pursuant hereto, and in accordance with Section 715.78(A) of the Revised Code, a Board of Directors is established to govern the District. The District Board shall consist

of five (5) members, one (1) each from the Township (the "Township Member") and the Village (the "Village Member"), one (1) member representing owners of businesses in the District (the "Business Member"), one (1) member representing persons working in the District (the "Employee Member"), and one (1) member selected by and agreed upon by the preceding four members (the "Appointed Member").

Of the members initially on the District Board, the Village Member shall serve a term of one (1) year, the Township Member shall serve a term of two (2) years, the Business Member shall serve a term of three (3) years, and the Employee Member and Appointed Member shall each serve terms of four (4) years. Thereafter, terms for each member shall be four (4) years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the District Board, but no member shall serve more than two (2) consecutive terms on the District Board. The Township Member of the District Board shall be a Township Trustee. The Village Member shall be the Mayor or one elected member of Village Council who shall be appointed by the Village's Mayor and approved by the Village Council. The Village and Township Members shall serve as District Board Members for so long as they continue to serve as the above-referenced official of the Village and Township, provided that a Village Member appointed by the Mayor shall serve at the pleasure of the Mayor and until a successor is appointed by the Mayor and approved by the Village Council. Serving on the Board shall not be considered a conflict of interest for the public officials serving on the Board.

In the event that the Township shall cease to exist or the territory of the District shall be included within a municipal

Serving on the Board shall not be considered a conflict of interest for the public officials serving on the Board.

In the event that the Township shall cease to exist or the territory of the District shall be included within a municipal corporation, but prior to such event, the District Board shall establish a procedure for the appointment of members to the District Board from the political subdivision or entity succeeding to the Township or being added as a party to this Agreement in accordance with Section 715.78 of the Revised Code, provided that the District Board shall continue to have five (5) members, one (1) of which shall be from each party or its successor.

The members of the District Board shall serve without compensation. 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 District Board.

The District Board shall elect the following officers (who shall constitute the Officers of the District Board) from among its members: a Chair, Vice Chair, Secretary, and Treasurer. These officers shall be elected on a rotating basis. The Officers shall be elected at the first meeting of the District Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The District 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 District Board.

- B. Powers, Duties, and Functions. The District Board shall meet at least once each calendar year on a date determined by the District Board, provided that the first meeting of the District Board shall occur on or before December 31, 2006. The District Board shall

address of the District and the District Board shall be determined by the District Board at its first meeting and may be changed by the District Board from time to time. A minimum of three (3) members shall constitute a quorum for District Board meeting purposes. The District Board shall act through resolutions adopted by the District Board. Unless otherwise provided herein, all actions of the Board shall require a majority vote of the total Board members (i.e., three (3) members). A resolution adopted by the District Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.73 through 715.83 of the Revised Code.

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

The Chair shall preside over and conduct the meetings of the District Board in accordance with its by-laws or other procedures adopted by the District Board. The Chair may call special meetings of the District Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any two (2) members of the District Board may also call a special meeting by providing the same notice.

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

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

The Treasurer shall be the fiscal officer of the District Board and shall be responsible for all fiscal matters of the District 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 District Board, receiving, safekeeping

and investing, or providing for the receipt, safekeeping and investment of, funds of the District Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The District Board shall provide in the Tax Agreement (as defined in Section VII hereof) that the Department of Finance of the Village shall assist the Treasurer with the duties of that office.

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

The District Board shall adopt an annual budget for the District which budget will be subject to the review and approval of the Township and the Village and will be nominal because the Township and the Village will perform a majority of the services in the District, therefore, only nominal funds will be necessary for District expenses. The fiscal year of the District shall be the same as the fiscal year of the Village. The budget shall estimate the revenues of the District and expenses of the operation of the District. The District Board shall establish an appropriation procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Section 7 hereof.

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

This Agreement grants to the District Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.74 of the Revised Code and Section VII hereof.

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

The Township and the Village may exercise all of the powers and may perform all of the functions and duties set forth in Section 715.81 of the Revised Code.

XI. Miscellaneous.

- A. Termination. This Agreement may be terminated at any time by mutual consent of the Township and the Village, as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Agreement must occur and be effective within a period of 90 days of each other. However, the Township's consent to termination of this Agreement shall not be granted unless the Village has made provision for the continuation of sanitary sewer service and water service to the property owners within the District after termination of this Agreement. In the event that this Agreement is terminated as set forth above, or is deemed to be unenforceable under any state or federal law, or any Municipal Charter, Cleveland shall have the right, upon six months' notice to the parties to this Agreement, to terminate the Amended Water Service Agreement with the Village, and discontinue water service to the District. In such event, the Village shall endeavor to use its full constitutional powers to continue to provide sanitary sewer service and water service to existing customers in the District.
- B. Other District Services. The Village may provide services to assist the District with engineering, planning, zoning, promotion and related activities to facilitate the purpose of this Agreement as set forth in Section I herein. The Village may provide secretarial services and other staffing and professional services for the District.

The costs for such services and staffing shall be paid from the District income tax revenues as an operating expense of the District.

The Township shall cooperate with the City in the City's acquisition, construction and installation of water service and with the Village in the Village's acquisition, construction, and installation of sanitary sewer service facilities as provided in this Agreement, including, but not limited to, granting easements, zoning variances, permits, authorizations, approvals, rights-of-way and street opening permits (at no more than the usual and customary cost), which are reasonably necessary for the construction of water and sewer facilities an accessory uses, including, but not limited to, pump stations. For the term of this Agreement, the Township shall (1) provide the same services within the District that it now provides, or in the future will provide, within the Township, including, but not limited to, road maintenance, repair, snow removal, and all zoning and administrative services, and (2) continue to provide fire and police protection for the District.

All water service facilities that are acquired, constructed or installed by the City and all sanitary sewer service facilities that are acquired, constructed or installed by the Village, within the Township pursuant to this Agreement, shall be operated and maintained by the City or the Village, respectively. The water facilities which are constructed by the City and the sewer facilities which are constructed by the Village after the date of this Agreement shall also be owned by the City or the Village, respectively.

The property owners in the District shall be responsible for installing the water lines in the District.

The parties agree that the property owners shall have the responsibility for the design, construction, acquisition, operations, and maintenance of all sanitary sewer facilities constructed pursuant to this Agreement.

The Township and Village agree that the Village shall not absorb any sewer flow charges which may be generated as a result of the District sewage flowing through the Village. These sewer flow charges shall be paid by the District sanitary sewer customers.

The water and sewer facilities repair and maintenance costs shall be recovered solely from water and sewer user charges.

- C. Tax Abatement or Economic Incentives. The Township may provide for such tax abatement or economic incentive programs for properties in the District as it deems appropriate without requiring the consent of the Village or the City, if the tax abatement or economic incentive program does not impact the tax revenues for the Village from the District, and if the tax abatement or economic incentive program is not directed at or available to Cleveland Businesses unless consented to in writing by the City, in the City's sole discretion. If the tax abatement or economic incentive program does impact the tax revenues to the Village from the District, the Township shall be required to obtain the consent of the Village for any tax abatement or economic incentive program.
- D. Defaults and Remedies. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from another party of the event of default to cure that default. If the default is not cured within that time period, a nondefaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both. Other than as provided in Section XI(A) hereof, this

Agreement may not be canceled or terminated because of a default unless all parties agree to such cancellation or termination.

- E. Amendments. In addition to the amendments provided for in Section II hereof, this Agreement may be amended by the Township and the Village only in a writing approved by the legislative authorities of all parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the parties that amend this Agreement must occur and be effective within a period of 90 days of each other. No amendment shall be made to Section XI(A) without the consent of the majority of property owners located within the District.
- F. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District, the Township, and the Village and their respective permitted successors, subject, however, to the specific provisions hereof, and shall inure to the benefit of the City of Cleveland, which is an express third-party beneficiary of this Agreement. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.
- G. Support of Agreement. The Township and the Village agree to cooperate with each other and to use their best efforts to do all things necessary to affect the purpose of this Agreement contained in Section I, and for the creation and continued operation of the District. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Township and the Village agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. The Township and the Village shall each bear its own costs in any such proceeding challenging this agreement or any term or provision thereof, provided that the District Board shall reimburse the Village

and the Township for such costs to the extent funds of the District are available and appropriated therefore.

- H. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Agreement.
- I. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of Ohio, and in particular Sections 715.72 through 715.83 of the Revised Code. In the event that Sections 715.72 through 715.83 of the Revised Code are amended or supplemented by the enactment of new sections of the Revised Code relating to Joint Economic Development Districts, the parties may agree at the time to follow either the provisions of Sections 715.72 through 715.83 existing on the date of this Agreement or the provisions of Sections 715.72 through 715.83 as amended or supplemented, to the extent permitted by law.
- J. 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 hereto.
- K. Severability. Except as provided in Section XI(A) hereof, in the event that any section, paragraph or provision of this agreement, or any covenant, agreement, obligation, or action, or part thereof, made, assumed, entered into or taken or any application thereof, is held to be illegal or invalid for any reason,
 - i. 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.

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

IN WITNESS WHEREOF, the Township and the Village have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date herein before written.

Signed as to the Village of Richfield
in the presence of:

Stephanie Landry

Name: Stephanie Landry

Julianne Butcher

Name: Julianne Butcher
(Witnesses as to the Village of Richfield)

VILLAGE OF RICHFIELD

By: Michael Lyons

Michael Lyons, Mayor

By: Eleanor Lukovics

Eleanor Lukovics, Finance Director

Signed as to the Township of Richfield
in the presence of:

Laure Pinney

Name: Laure Pinney

Laure Pinney

Name: Laure Pinney

Laure Pinney

Name: Laure Pinney
(Witnesses as to the Township of Richfield)

TOWNSHIP OF RICHFIELD

By: David R. Wyatt

David R. Wyatt, Trustee

By: Marie Peters Gilmore

Marie Peters Gilmore, Trustee

By: Shano Cica-Mraz

Shano Cica-Mraz, Trustee

Approved as to legal form and correctness:

By: Charles T. Riehl
Charles T. Riehl, Director of Law
Village of Richfield

By: John P. Slagter
John P. Slagter, Special Counsel,
Township of Richfield

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

On this 7th day of October 2005, before me, a Notary Public in and for said County and State, personally appeared Michael R. Lyons Mayor of the Village of Richfield, who acknowledged that with due authorization and as such officer on behalf of the Village he did sign said instrument on behalf of the Village and who acknowledged that the same is his voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Village of Richfield.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Jo Ann Maupin
Notary Public

[Seal]

JO ANN MAUPIN, Notary Public
Residence - Summit County
State: Wide Jurisdiction, Ohio
My Commission Expires Oct. 15, 2005

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

On this 24th day of October 2005, before me, a Notary Public in and for said County and State, personally appeared DAVID V. LAURIE PETERS GILMORE and SHANICHA MARRIS Trustees of the Township of Richfield, who acknowledged that with due authorization and as such officers on behalf of the Village they did sign said instrument on behalf of the Village and who acknowledged that the same is their voluntary act and deed individually as said officers and the voluntary and corporate act and deed of the Village of Richfield.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Robert A. Lucas
Notary Public

ROBERT A. LUCAS, Attorney-At-Law
Notary Public — State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.


[Seal]

TREASURER'S CERTIFICATE



Finance Director, Village of Richfield

TREASURER'S CERTIFICATE



Township Clerk, Richfield Township