

VIOLET TOWNSHIP BOARD OF TRUSTEES
FAIRFIELD COUNTY, OHIO

RESOLUTION NO. 2025-1105-04

A RESOLUTION APPROVING A FOURTH
AMENDMENT TO THE CONTRACT TO CREATE THE
VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT, AND
AUTHORIZING THE INCLUSION OF CERTAIN
ADDITIONAL PROPERTY WITHIN SAID DISTRICT

WHEREAS, Ohio Revised Code Chapter 715 (the "JEDD Act") empowers certain political subdivisions to form joint economic development districts for economic development purposes; and

WHEREAS, pursuant to the JEDD Act and Resolution 2023-0613-01, adopted by the Board of Trustees (the "Board") for Violet Township, Fairfield County, Ohio (the "Township") on June 13, 2023, the Township is party to the Violet Township - City of Canal Winchester Joint Economic Development District Contract dated July 20, 2023 (the "JEDD Contract") by and between the Township and the City of Canal Winchester, Ohio (the "City"), a true and accurate copy of which is attached hereto as Exhibit A, which Contract creates and provides for the operation of a joint economic development district (the "District") known as the "Violet Township - City of Canal Winchester Joint Economic Development District;" and

WHEREAS, pursuant to the JEDD Act and Resolution 2023-1115-05, adopted by the Board for the Township on November 15, 2023, the Township authorized an expansion of the District to include certain additional real property within the Township and negotiated a First JEDD Amendment, a true and accurate copy of which is attached hereto as Exhibit B; and

WHEREAS, pursuant to the JEDD Act and Resolution 2024-0417-03, adopted by the Board for the Township on April 17, 2024, the Township authorized an additional expansion of the District to include certain additional real property within the Township and negotiated a Second JEDD Amendment, a true and accurate copy of which is attached hereto as Exhibit C; and

WHEREAS, pursuant to the JEDD Act and Resolution 2024-1016-01, adopted by the Board for the Township on October 16, 2024, the Township

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authorized an additional expansion of the District to include certain additional real property within the Township and negotiated a Third JEDD Amendment, a true and accurate copy of which is attached hereto as Exhibit D; and

WHEREAS, pursuant to Ohio Revised Section 715.72(L), the Township and the City now desire to further amend the Contract to add certain additional real property located along Basil-Western Road NW, within the Township and identified by the County Auditor of Fairfield County, Ohio, by Permanent Parcel Number 0370211720 (the "Additional Property") to the territory of the District and, to that end, have negotiated an amendment to the Contract (the "Fourth JEDD Amendment"), a form of which is attached hereto as Exhibit E; and

WHEREAS, CW Industrial, LLC ("Property Owner") desires to include the Additional Property in the District and submitted a Property Owner petition requesting the expansion of the District and the execution of the Fourth JEDD Amendment; and

WHEREAS, CW Industrial, LLC ("Business Owner") operates or will operate a business on the Additional Property, desires to include the Additional Property in the District, and submitted a Business Owner petition requesting the expansion of the District and the execution of the Fourth JEDD Amendment; and

WHEREAS, pursuant to Ohio Revised Code Section 715.72, the Township conducted a public hearing regarding the Fourth JEDD Amendment on November 5, 2025, with appropriate public notice, and made available for public examination all documents required by law for review; and

WHEREAS, the Board of County Commissioners for the County of Fairfield, where the District is located, has been provided with copies of the Fourth JEDD Amendment.

NOW, THEREFORE, be it resolved by the BOARD OF TRUSTEES, VIOLET TOWNSHIP, FAIRFIELD COUNTY, STATE OF OHIO, that:

Section 1: This Board finds that all of the requirements of Section 9 of the Contract, including that appropriate zoning is in place, and Ohio Revised Code Section 715.72 have been met and hereby approves the Fourth JEDD Amendment in substantially the form attached to this resolution as Exhibit E, with such changes therein not inconsistent with this resolution and not substantially adverse to the Township and which shall be approved by the Trustees signing the Fourth JEDD

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Amendment on behalf of the Township. The approval of changes to the Fourth JEDD Amendment by this Board and their character as not being substantially adverse to the Township shall be evidenced conclusively by the execution thereof. The members of this Board are each authorized and directed to execute and deliver any other agreements, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Resolution; provided that the Fourth JEDD Amendment shall only be effective upon receipt by the District of written confirmation by the Property Owner and Business Owner that no electors reside within the Additional Property.

Section 2: Upon approval of the Fourth JEDD Amendment by the City, the Township's Fiscal Officer shall file or cause to be filed with the director of the Ohio Department of Development a copy of each of the following documents: (i) a copy of the executed Fourth JEDD Amendment, including its exhibits incorporating the Contract and showing the area of the Additional Property; (ii) certified copies of this resolution and the City's legislation approving the Fourth JEDD Amendment; (iii) certificates from the Township and the City that the public hearings required by the JEDD Act have been held, which certificates shall include the dates of the hearings and evidence of publication of the notice of the hearings; (iv) a copy of the petitions signed by the majority of property owners of the Additional Property; and (v) a copy of the petitions signed by the majority of owners of businesses located in the Additional Property.

Section 3: The Fiscal Officer shall retain on file a copy of the Fourth JEDD Amendment and its exhibits, including the depictions and identification of the parcel or parcels constituting the Additional Property and the petitions of the business owners and property owners of the Additional Property.

Section 4: This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including Ohio Revised Code Section 121.22.

Section 5: This resolution shall take effect and be in full force immediately upon its passage and approval and shall be effective at the earliest date allowed by law.

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Motion for adoption made by Trustee: _____.

Seconded by Trustee: _____, this 5th day of
November in the year 2025.

Roll call vote: YES: _____ NO: _____ ABSTENTIONS: _____

Violet Township Board of Trustees,

Terry J. Dunlap, Sr., Trustee

Darrin Monhollen, Trustee

Lori Sanders, Trustee

*This Resolution represents a complete and accurate statement as to the
actions taken by the Board of Trustees.*

Attest: _____
Vanessa Niekamp, Fiscal Officer

EXHIBIT A
ORIGINAL JEDD CONTRACT
(attached hereto)

VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

THIS VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (the "Contract") is made and entered into this [20] day of [July], 2023, by and between the Township of Violet, Fairfield County (the "Township") and the City of Canal Winchester (the "City") and, together with the Township, the "Contracting Parties" and each a "Contracting Party") in accordance with the terms and provisions set forth herein.

WHEREAS, the Township and the City desire to promote collaborative economic development efforts by means of creating a joint economic development district (the "JEDD") pursuant to Ohio Revised Code Sections ("R.C.") 715.72 through 715.82 (the "Act"), which JEDD shall facilitate economic development and redevelopment to create or preserve jobs and employment opportunities within the meaning of Division (C) of R.C. 715.72, thereby improving the economic welfare of the people in the Township, the City, and the State of Ohio (the "State") generally; and,

WHEREAS, the Township, which is located entirely within Fairfield County, Ohio ("Fairfield County"), and the City, which also is located partially within Fairfield County, and partially within Franklin County, each are contiguous to the territorial boundaries of each of the Contracting Parties, all in accordance with Division (C)(1) of R.C. 715.72; and,

WHEREAS, the Township and the portions of the City are located in the same county, and the Township and portions of the City are located in adjacent counties as described in Division (B) of R.C. 715.72; and,

WHEREAS, the legislative authorities of the Township and the City each have approved, authorized, and directed the Township and the City, respectively, to make and enter into this Contract, by and through their respective officers in accordance with Resolution No. 2023-0613-01, adopted by the Township on June 13, 2023, and Resolution No. 23-023, adopted by the City on June 19, 2023.

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

Section I. Definitions. In addition to "Contract", "City", "State" and "Township" defined above, the following capitalized words and terms shall have the following meanings:

"Board" shall mean the Board of Directors of the JEDD established in accordance with the JEDD Statutes and this Contract.

"Development Agreement" means any development and compensation agreements to which the Township is party and which provide, as a condition to the provision of certain incentives for a project as described in such agreement, the property owner, business owner, or developer, as applicable, will cause the subject property to become part of the JEDD.

"Effective Date" means the date immediately succeeding the occurrence of all of the following: (i) the City's and Township's execution of this Contract, (ii) the thirty-second day after the adoption of the Township's resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township's resolution or the City's ordinance authorizing this Contract.

"Gross Revenues" means the proceeds of the JEDD Income Tax, less refunds.

"Income Tax Resolution" means the resolution adopted by the Board at its initial meeting and at a meeting before the beginning of each subsequent year in which the Board will levy the JEDD Income Tax levying the JEDD Income Tax on income earned by persons employed or residing within the JEDD and the net profits of businesses operating within the JEDD in accordance with Division (F)(5) of R.C 715.72 and as depicted in the schedule for the collection of the tax in EXHIBIT D, attached hereto.

"JEDD Administrative Account" means the "Violet Township - City of Canal Winchester Joint Economic Development District Administrative Account" as an account of the JEDD maintained by the City, which shall be used to pay JEDD Administrative Costs as provided in this Contract.

"JEDD Administrative Costs" means all administrative costs of the JEDD other than tax collection fees, including but not limited to insurance premiums and any audit fees of the JEDD as well as any legal expenses of the JEDD.

"JEDD Area" means the real property depicted on Exhibit B attached hereto and incorporated herein by this reference.

"JEDD" means the Violet Township - City of Canal Winchester Joint Economic Development District created pursuant to the JEDD Statutes and this Contract and includes the real property described and depicted in Exhibit A to this Contract.

"JEDD Income" means (i) the income earned by persons working in the JEDD and (ii) the net profits of businesses located in the JEDD; provided, however, that JEDD Income only includes income and net profits generated on property that is classified as commercial/industrial (i.e., Class 2) for real property tax purposes.

"JEDD Income Tax" means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

"JEDD Income Tax Agreement" means that agreement to be entered into by and between the Board and the City providing for the City to (i) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

"JEDD Parcel" means a parcel of real property located in the JEDD Area.

"JEDD Statutes" means Ohio Revised Code Section 715.72.

"Net Revenues" means Gross Revenues less (a) the School JEDD Payments (as defined herein), (b) costs incurred by the City and Township to establish the JEDD, (c) to the extent the funds available to the Board are insufficient for such purposes, any amount required to pay costs of any audits of the JEDD mandated by the State or any liability imposed on the JEDD or the Board by a court of competent jurisdiction, and (d) any amount paid or reimbursed pursuant to Section 11.

Section 2. Interpretations.

Any reference herein to the City, the Township or the Board or to any officer or employee of the City, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, the Ohio Revised Code, the Charter of the City or legislation of the City or the Township or any statute of the United States of America, includes that section or provision as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section or provision shall be applicable to this Contract solely by reason of this Section if such amendment, modification, revision, supplement or superseding section or provision constitutes an impairment of the rights or obligations of the City, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Contract. The term "hereafter" means after, and the term "heretofore" means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a "Section" is a reference to a section of this Contract.

The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

Section 3. Creation of JEDD and Purpose.

The Township and the City, as contracting parties within the meaning of Division (A)(1) of R.C. 715.72, by their combined action evidenced by the approval of legislation identified above and by the duly authorized execution of this Contract, hereby create the JEDD, which shall be known as the "Violet Township – City of Canal Winchester Joint Economic Development District." The JEDD shall be a joint economic development district operating pursuant to the Act.

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

- A. It is entering into this Contract freely and without duress or coercion;
- B. The creation of the JEDD and the levy of the JEDD Income Tax within the JEDD as provided herein will enable the Township, the City, and the JEDD to more effectively promote economic development within the JEDD, the Township, and the City;
- C. The JEDD shall, and it is the purpose of the JEDD to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Fairfield County, the Township, and the City in accordance with the Economic Development Plan set forth in EXHIBIT A attached to and incorporated by reference into this Contract; and,
- D. Consideration exists to support this Contract.

Section 4. Territory of the JEDD.

The territorial boundaries of the JEDD are depicted and identified in EXHIBIT B attached hereto and incorporated by reference into this Contract. The territory of the JEDD is located entirely within the territorial boundaries of the Township. In accordance with Division (E)(1)(b) of R.C. 715.72, no electors reside within the territory comprising the JEDD as of the date hereof.

Section 5. Formation of the JEDD.

It is the intent of the Contracting Parties that this Contract be approved without an election by complying with the requirements of Division (M)(1) of R.C. 715.72. The Contracting Parties represent and warrant as follows:

- A. The resolution approving this Contract has been approved by a unanimous vote of the Township Trustees;
- B. The majority of record owners of property located within the JEDD have consented by means of a petition as contemplated under the Act that the JEDD be formed; and
- C. The territory to be included in the JEDD is zoned in a manner appropriate to the proposed function of the JEDD.

Section 6. Term.

The initial term of this Contract commences on the date that the Contract is first effective after the expiration of the referendum period allowed under Division (M)(4) of R.C. 715.72, and shall endure for a period of fifty (50) years. This Contract is to automatically extend for successive renewal terms each that are twenty-five (25) years in duration unless either the Township or the City provides written notice to the other that its respective legislative authority has, by resolution

or ordinance, terminated the Contract not earlier than 365 days and not later than 180 days prior to the commencement of any renewal periods. The Contracting Parties may, by mutual written consent, agree to extend the term of this Contract beyond the originally contemplated term of fifty years or the originally contemplated successive renewal terms of twenty-five years, as applicable. This Contract may only be terminated in compliance with applicable statutory provisions and in accordance with this Contract. The Contract is to continue in existence throughout its term and is binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or consolidation.

The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the Contracting Parties resulting from this Contract may take decades.

Section 7. Amendments to the Contract Other than to Amend to Add, Remove, or Exclude Property.

The Contracting Parties may amend or modify the terms of this Contract or terminate this Contract at any time by mutual agreement. An amendment or modification to this Contract will not be effective or binding on the Contracting Parties unless the legislative authorities of both Contracting Parties pass the appropriate legislation agreeing to and authorizing the amendment to this Contract within sixty (60) days of each other.

This Contract may only be terminated pursuant to its terms as set forth in Section 6 or in accordance with this Section. If the Contracting Parties mutually agree to terminate this Contract prior to the conclusion of its initial or renewal term, such agreement to terminate must provide for the unwinding of this Contract and must be approved by the legislative authorities of both Contracting Parties within sixty (60) days of each other. Upon termination of this Contract, the City shall keep and maintain the records of the JEDD in accordance with the City's records retention policy.

If any provisions of Section 10 or Section 13 of this Contract become null and void or illegal, or the performance of any provision of Section 10 or Section 13 of this Contract becomes impossible, through any subsequent change, amendment, or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Contract to bring the Contract into compliance with the then-applicable statutory provisions or case law and to maintain the intent of the Contracting Parties under this Contract and/or to rebalance the equities between the Contracting Parties consistent with the intent of this Contract. In the event that the Contracting Parties are unable to reach a new agreement that is authorized and approved by the legislative authorities of both Contracting Parties, then the Contracting Parties may either mutually agree to terminate this Contract in accordance with the provisions of the preceding paragraph, or either Contracting Party may apply to the Fairfield County Common Pleas Court to interpret the contract consistent with the then-applicable statutes or case law, and if necessary modify or terminate this Contract in order to comply with the then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Contract.

Section 8. Actions upon Termination. Upon termination of this Contract:

- A. the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and
- B. the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and
- C. 15% of any remaining assets of the JEDD shall be distributed to the City and 85% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the City and the Township must agree on the value of such assets for their distribution; and
- D. the records of the JEDD shall be given into the custody of the Township and shall be available for inspection or audit by the City or the Township.

Section 9. Addition, Removal, or Exclusion of Property to or from the JEDD.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Contract, including EXHIBITS A, B, C, D and E hereto, may be amended from time-to-time to add to, remove from, or exclude property within the JEDD. Property may be added to the JEDD upon the mutual agreement of the Contracting Parties accompanied by petitions signed by the majority of record owners of the property to be added to the JEDD and a majority of the owners of the businesses, if any, to be added to the JEDD. The Contracting Parties acknowledge that certain properties in the vicinity of the JEDD also lie within the boundary of a Cooperative Economic Development Agreement (such Agreement being the "CEDA" and such property being "CEDA Property") between the City and the Township. It remains the Contracting Parties' priority to follow the terms of the CEDA, which provides a process where CEDA Property may be annexed to the City and payments made to the Township, all in accordance with the CEDA, with the exception of those parcels of CEDA Property identified in EXHIBIT E that are anticipated to petition for admission to the JEDD. Property added to, removed from, or excluded within the JEDD must meet all of the requirements of Section 4 herein and Division (L) of R.C. 715.72; all procedures per the latter-cited authority must be followed in connection with any such addition, removal, or exclusion of property to or from the JEDD. Property is not to be removed or excluded from the JEDD without the agreement of both Contracting Parties.

Section 10. Contributions and Covenants of the Contracting Parties.

- A. In compliance with applicable law, the Township and the City may each agree to provide certain public infrastructure improvement contributions as each may authorize by subsequent authorizing legislation.
- B. The Contracting Parties agree that it is the current intent of the Contracting Parties that there are no shared governmental services that shall be provided to the JEDD. However, if the Board of the Directors of the JEDD, by resolution, formally petitions the City or the Township, the Contracting Parties shall undertake good faith efforts to explore the use of shared governmental services, to the extent that

such cooperative efforts will benefit the Township and the City, as well as the JEDD.

- C. The Contracting Parties agree to collaborate through the JEDD with respect to capital improvements in the event that the Contracting Parties determine that economic development in the JEDD creates a demand for public infrastructure improvements serving the JEDD or the area surrounding the JEDD.
- D. The Contracting Parties will continue to provide such services as they currently may be provided to the territory within the JEDD, with the City providing such services it may provide the territory within the JEDD, if any, and the Township providing such current services it may provide the territory within the JEDD.
- E. Except as set forth in Section 13 with respect to the JEDD Income Tax to be levied in the JEDD, the Township shall retain all of its interest in all other tax revenues generated in the territory in the JEDD, including but not limited to real estate, personal property, and service tax levies. Pursuant to Division (U) of R.C. 715.72 and R.C. 715.81, as applicable, neither Contracting Party shall grant any tax exemption or abatement for any property in the JEDD without the express written consent of the other Contracting Party.
- F. The City agrees to collect, administer, and enforce the JEDD Income Tax applicable in the JEDD in accordance with this Contract. The City may do so by engagement with a third-party tax collection and administration provider. Upon the execution of this Contract and the levying of the JEDD Income Tax hereunder and in consideration of the City providing such tax collection services, the City shall retain three percent (3.0%) of the Gross Revenues collected annually as its administrative fee.
- G. To implement the process of forming this JEDD, and during the time period prior to the JEDD undertaking its own administrative functions, the City and Township agree to contribute a one-time payment, each in the amount of \$7,500.00 (for a total of \$15,000.00) ("Seed Funds"), to offset costs, including legal fees, incurred to form the JEDD, which such costs include but are not limited to the costs of preparing this Contract, drafting petitions, and preparing enabling legislation. The City and Township agree to deploy any Seed Funds balance remaining after the JEDD's formation to such purposes set forth in this Contract, including Subsection H hereunder.
- H. The City and Township shall jointly cooperate in carrying out the Economic Development Plan for the JEDD set forth in EXHIBIT A. The City and the Township agree that the Board may use any available revenues of the JEDD, including any Seed Funds balance, to pay any costs of carrying out the Economic Development Plan for the JEDD and may, from time-to-time, modify the Economic Development Plan to better accomplish the public purposes of the JEDD. The City and the Township agree that the Board or either Contracting Party may execute any agreement, cooperative agreement, financing agreement, or other arrangement with

any private entity and with any other political subdivision, including but not limited to Fairfield County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements to benefit the JEDD or whenever otherwise necessary or convenient to carry out the powers granted in this Contract, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.

- I. The JEDD will pay all JEDD Administrative Costs; provided that the JEDD shall obtain written agreement of the Contracting Parties prior to entering into any contract or other obligation involving the expenditure of Gross Revenues, including incurring legal expenses or otherwise engaging legal counsel to represent the JEDD.
- J. The City shall be responsible for accounting and record-keeping services associated with the JEDD.
- K. The City shall be responsible for filing with the Director of Development of the State the documents required by Division (O) of R.C. 715.72 relating to the establishment of the JEDD.
- L. The Township shall provide fire services within the JEDD at a level sufficient to enable economic development as contemplated by the JEDD and this Contract.

Section 11. Board of Directors of the JEDD.

The Board is hereby established to govern the JEDD. The initial Board is to consist of three (3) members appointed as set forth in Division (P)(2) of R.C. 715.72, and shall expand to five (5) members at such time when business is conducted within the JEDD and persons are employed within the JEDD, as follows:

- A. The initial Township member of the Board is the President of the Board of Township Trustees, who shall serve an initial term of two years. All terms thereafter shall be for a period of four years. All future Township members of the Board are to be appointed by a majority vote of the Board of Township Trustees.
- B. The initial City member of the Board is the Mayor of the City, who shall serve an initial term of one year. All terms thereafter shall be for a period of four years. All future City members of the Board are to be appointed by the Mayor.
- C. The third member of the Board will be appointed by the Township member, and the City member, and shall serve an initial term of three years. All terms thereafter shall be for a period of four years. For the first term beginning after membership of the board expands to five members, this member shall be appointed by the Township member, the City member, the business owner representative, and the employee representative in accordance with Division (P)(1)(e) of R.C. 715.72.

Such member of the Board will serve as the Chairperson of the Board, as required under Division (P)(2) of R.C. 715.72.

- D. A future fourth member of business owner representatives within the JEDD will be selected pursuant to appointment procedures to be established by the Board.
- E. A future fifth member of persons employed within the JEDD will be selected pursuant to appointment procedures to be established by the Board.

The members of the Board are to serve without compensation. Members may be reappointed to the board, but no member shall serve more than two consecutive terms on the board. Necessary and authorized expenses incurred by members on behalf of the JEDD will be reimbursed from JEDD funds in accordance with procedures established by the Board.

The Board is to elect the following officers (collectively, with the Chairperson, hereinafter referred to as the "Officers") from among its members: a Vice Chair, a Secretary, and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Officers are to be elected at the first meeting of the Board and thereafter every other year for two-year terms and serve until their respective successors take office. The Board is to establish a procedure for conducting those elections. The Officers are to perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board. The Board may employ such additional personnel or professional services as may be necessary to assist the Board or the Officers in the performance of their duties.

Section 12. Power, Duties, and Functions of Board.

The Board must meet at least once each calendar year on a date determined by the Board. The Board is to adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The City shall provide any necessary clerical and administrative assistance that the Board may need from time-to-time, including telephone services and a mailing address.

A majority of board members constitutes a quorum for Board meeting purposes. The Board must act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board is 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 is to preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Division (P)(5) of R.C. 715.72, the Board is a public body for the purposes of Ohio's Sunshine Laws, including R.C. 121.22, and as such all meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions thereof.

The Vice Chair is to act as Chairperson in the temporary absence of the Chairperson. The Secretary is responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer is the fiscal officer of the Board and is 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, and providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board is to designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board must adopt an annual budget for the JEDD, which budget shall also be subject to the written approval City's Finance Director and Township Fiscal Officer, which approval shall not be unreasonably withheld. The fiscal year of the JEDD is the same as the fiscal year of the City. The budget estimates the revenues of the JEDD and the expenses of the operation of the JEDD. The Board is to establish an appropriations procedure to provide for payment of the long-term maintenance of the JEDD as required under Division (F)(5)(d) of R.C. 715.72 and the distribution of JEDD Income Tax revenues in accordance with Section 13 herein.

The Board, on behalf of the JEDD, must:

- A. Establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Contracting Parties to this Contract;
- B. 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;
- C. Adopt a resolution to levy the JEDD Income Tax within the JEDD in accordance with Division (F)(5) of R.C. 715.72 and Section 13 herein;
- D. Use any revenues of the JEDD available to the Board to carry out the Economic Development Plan for the JEDD and, from time-to-time, modify the Economic Development Plan to better accomplish the public purposes of the JEDD;
- E. Apply for, receive, and accept from any federal agency, state agency, or other person or entity grants for or in aid of the construction, maintenance, or operation of any JEDD facility, or for programs or other projects of the JEDD, 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 benefit of the JEDD and the purposes for which such grants, aid, or contributions are made;
- F. Purchase liability insurance protecting the JEDD, its Board or Officers against any liability and/or to purchase any necessary bonds to insure any Officer;
- G. Be authorized to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision or governmental entity as may be permitted by law, including but not limited to Fairfield County, the Township, and the City, to provide or facilitate the provision of public infrastructure improvements that benefit of the JEDD or whenever otherwise necessary or convenient to carry out the powers granted in this Contract, including, without limitation, any agreement related to any economic development program, tax increment financing program, special assessment program, release of any surplus funds in the JEDD Administrative Account

(defined below), or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party;

- H. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in R.C. 715.72 through R.C. 715.82 or any successor provisions thereto; and,
- I. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 13. JEDD Income Tax to be Levied in the JEDD.

- A. The Board, at its initial meeting, and at a meeting before the beginning of each subsequent year in which the Board will levy the JEDD Income Tax, shall adopt the Income Tax Resolution. Each annual Income Tax Resolution is to be effective until it is replaced by a subsequent Income Tax Resolution. All JEDD Income Tax collected from any business or entity within the JEDD or any person working within the JEDD, less refunds, is subject to this Contract and included in the Gross Revenues. The JEDD Income Tax shall go into effect as soon as legally permissible.
- B. The Income Tax Resolution will establish the JEDD Income Tax rate for persons employed or residing within the JEDD and applicable to net profits of businesses operating within the JEDD; provided that the JEDD Income Tax rate will be the maximum income tax rate levied by the City, which is presently two percent (2.0%). In the event that the income tax rate levied by the City is reduced below 2.0%, the JEDD Income Tax rate shall be adjusted to be equal to the then-maximum rate levied by the City.
- C. The annual Income Tax Resolution must designate:
 - (i) An amount not to exceed one percent (1.0%) of Gross Revenues to pay JEDD Administrative Costs budgeted for the current fiscal year and any outstanding JEDD Administrative Costs from prior fiscal years to be paid to the JEDD Administrative Account; provided that:
 - (A) any surplus in the JEDD Administrative Account at the time of the Income Tax Resolution must be considered in determining the amount of Gross Revenues necessary to pay JEDD Administrative Costs in the current fiscal year; and
 - (B) moneys available in the JEDD Administrative Account may be paid only with written authorization by the Treasurer of the JEDD and only for appropriate and lawful expenses of the JEDD and the Board as provided hereunder.
 - (ii) Ten percent (10%) of the Net Revenues are to be paid to the City and used by the City for any lawful purpose, including but not limited to expenses related to the JEDD and its purposes.

- (iii) During the period of any CRA Exemption as defined in the applicable Development Agreement entered into with respect to a JEDD Parcel, an aggregate amount of ten percent (10%) of the Gross Revenues collected in the JEDD with respect to such JEDD Parcel are to be paid to the local school district, as applicable, and Eastland-Fairfield Career & Technical according to the percentages and terms set forth in the applicable Development Agreement (the "School JEDD Payments").
- (iv) The Net Revenues shall be disbursed to the Township and used by the Township for any lawful purpose, including but not limited to expenses related to the JEDD and its purposes.

D. Pursuant to Division (F)(5)(c) of R.C. 715.72, the Board shall enter into the JEDD Income Tax Agreement as expeditiously as possible upon the JEDD's creation, for the City to administer, collect, and enforce the JEDD Income Tax on behalf of the JEDD in accordance with this Contract, unless the City has contracted with a third-party tax collection and administration provider, in which case the City may delegate administration, collection, and enforcement responsibilities to said provider. The JEDD Income Tax Agreement is to provide that the City is responsible for the receipt, safeguarding, and investment of the JEDD Income Tax revenues collected within the JEDD, unless the City has contracted with a third-party tax collection and administration provider, in which case the City may delegate receipt, safeguarding, and investment responsibilities to said provider.. The City annually will deliver a written report to the Board and the Township, at least within sixty (60) days of the end of the fiscal year, regarding the receipt and distribution of the JEDD Income Tax of the JEDD during the previous fiscal year. The Contracting Parties, the Board, and their agents may regularly inspect such records upon reasonable notice. The funds in the JEDD are to be distributed by the JEDD on such regular periods as may be established by the Board (i.e., monthly, quarterly or such other period as determined by the Board).

The Board may establish procedures by which the JEDD Income Tax levied on employee wages earned within the JEDD is to be collected from employees employed within the JEDD or withheld by businesses located within the JEDD, and the Board is to establish procedures by which the JEDD Income Tax on net profits of businesses earned within the JEDD is to be collected from one or more businesses located within the JEDD. Such procedures may provide for the payment of withholding or estimated taxes by those employees or businesses and the reconciliation of JEDD Income Taxes paid on net profits of businesses between fiscal years.

Section 14. Defaults and Remedies.

A failure to comply with the terms of this Contract constitutes a default hereunder. The Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party of the event of default and demand to cure the default. If the default is not cured within that time period, then the non-defaulting Contracting Party may sue the defaulting

Contracting Party for specific performance under this Contract or for damages or both. This Contract may not be terminated because of default under the Contract by either Contracting Party unless termination occurs as provided for in Section 6 or Section 7 of this Contract.

The Contracting Parties acknowledge and agree the nature of this Contract is unique and monetary damages are inadequate to fully compensate a non-defaulting Contracting Party. Accordingly, the Contracting Parties agree that specific performance is an appropriate and available remedy for a breach of contract action brought pursuant to this Contract in addition to any other remedy available at law and equity. Both Contracting Parties also agree that because monetary damages are inadequate to fully compensate a non-defaulting Contracting Party, a non-defaulting Contracting Party has the right to seek an injunction or other equitable relief to prevent the continued breach of this Contract by a defaulting Contracting Party.

Section 15. Support of Contract.

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

Section 16. Severability.

With the exception of Section 10 or Section 13 of this Contract, if any other paragraph, provision, or section of this Contract is held to be illegal or invalid for any reason, then:

- A. That illegality or invalidity does not affect the remainder of any other paragraph, provision, or section, all of which is to be construed and enforced as if the illegal or invalid portion was not contained therein;
- B. The illegality or invalidity of any paragraph, provision, or section does not affect any legality or applicability of any other paragraph, provision, or section of this Contract; and,
- C. Each paragraph, provision, or section of this Contract is deemed to be effective, operative, made, assumed, entered into, or taken in the manner and to the full extent permitted by law.

If any paragraph, provision, or part thereof of Section 10 and/or of Section 13 of this Contract is held to be illegal or invalid for any reason, then provisions of Section 7 are to be applied.

Section 17. Governing Law.

This Contract is to be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, R.C. 715.72 through R.C. 715.82 in effect as of the date when the Contracting Parties respectively circulated petitions to record owners of real property located within the JEDD and owners of businesses operating within the JEDD, unless the Contracting Parties agree to amend this Contract in accordance with Section 7 herein. If any amendment or subsequent enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts renders any existing sections of R.C. 715.72 through R.C. 715.82 illegal or impossible, then the provisions of Section 7 of this Contract are to be applied.

Section 18. Miscellaneous.

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 herein.

This Contract may be executed in one or more counterparts, each of which is to be regarded as an original and all of which together constitute but one and the same instrument.

[Balance of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the Contracting Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

**TOWNSHIP OF VIOLET,
FAIRFIELD COUNTY, OHIO**

By: _____
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

CITY OF CANAL WINCHESTER

By: _____
Mayor

Approved as to form:

IN WITNESS WHEREOF, the Contracting Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

**TOWNSHIP OF VIOLET,
FAIRFIELD COUNTY, OHIO**

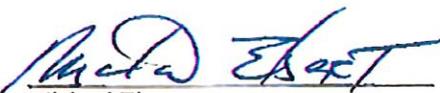
By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

Approved as to form:

CITY OF CANAL WINCHESTER

By: 
Michael Ebert
Mayor

Approved as to form:

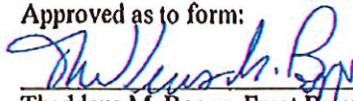

Thaddeus M. Boggs, Frost Brown Todd LLP
Law Director

EXHIBIT B
FIRST AMENDMENT TO ORIGINAL JEDD CONTRACT
(attached hereto)

**VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
AMENDMENT TO VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

(CEC Turf and Tractor LLC Expansion)

This Amendment to Violet Township – City of Canal Winchester Joint Economic Development District Contract (the “Amendment”) is executed December 17, 2023 (the “Effective Date”) by and among the Township of Violet, Fairfield County, Ohio (the “Township”), a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees, and the City of Canal Winchester, Ohio (the “City”), an Ohio municipal corporation.

RECITALS:

- A. Pursuant to Ohio Revised Code (“R.C.”) Chapter 715, including particularly R.C. Section 715.72 (the “JEDD Act”), the Township and the City executed the Violet Township - City of Canal Winchester Joint Economic Development District Contract (the “Original JEDD Contract”), dated July 20, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Violet Township - City of Canal Winchester Joint Economic Development District (referred to herein as “JEDD,” or the “District”).
- B. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the “JEDD Board”) currently imposes a 2.0% tax on income withheld from employees working within the District and on net business profits from operations within the District.
- C. Turf & Tractor Land Holdings LLC (the “Property Owner”) desires to develop a parcel of land to be operated by CEC Turf and Tractor LLC (the “Business Owner”) for commercial purposes (the “Project” or “Project Area”) at a site within the boundaries of the Township (the “Turf & Tractor Property,” which is further described on the attached Exhibit B and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The Turf & Tractor Property is located outside of the Original JEDD Area. The Original JEDD Area and the Turf & Tractor Property are referred to collectively here in as the “Expanded JEDD Area.”
- D. The Township, the City and the Property Owner desire to facilitate the addition of the Turf & Tractor Property to the Original JEDD Area.
- E. Ohio Revised Code Section 715.72(L) and Section 9 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.
- F. The Township and the City have complied with all procedures of the JEDD Act related to the addition of the Turf & Tractor Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).
- G. As required by R.C. Sections 715.72(L)(3), the Property Owner has submitted or caused to be submitted, and the Township and the City have received, the required property owner

petition, and the Business Owner has submitted or caused to be submitted, and the Township and the City have received, the required business owner petition (collectively, the "Petitions") necessary to add the Turf & Tractor Property to the Original JEDD Area.

H. Pursuant to Resolution No. 2023-1115-05, passed November 15, 2023, the Board of Township Trustees of the Township has approved the execution of this Amendment. Pursuant to Ordinance No. 23-040, passed November 20, 2023, the City Council of the City has approved the execution of this Amendment.

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

Section 1. Adding the Turf & Tractor Property to the JEDD.

Pursuant to Section 9 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Turf & Tractor Property within the Expanded JEDD Area.

The Turf & Tractor Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Turf & Tractor Property as of the date hereof.

Pursuant to the Petitions, each of the business owner and property owner have given their respective consent to the inclusion within the Expanded JEDD Area.

Section 2. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Amendment shall remain in full force and effect.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 4. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Township and the City have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: 
Trustee

By: 
Trustee

By: 
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: _____

Its: Mayor

Approved as to form:

Law Director

IN WITNESS WHEREOF, the Township and the City have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: 

Its: Mayor

Approved as to form:

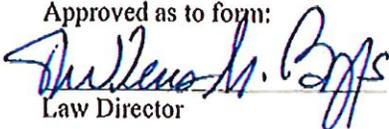

Law Director

EXHIBIT C
SECOND AMENDMENT TO ORIGINAL JEDD CONTRACT
(attached hereto)

**VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
AMENDMENT TO VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
(MedVet Property)**

This Amendment to Violet Township - City of Canal Winchester Joint Economic Development District Contract (the "Second Amendment") is executed June 6, 2024 (the "Effective Date") by and among the Township of Violet, Fairfield County, Ohio (the "Township"), a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees, and the City of Canal Winchester, Ohio (the "City"), an Ohio municipal corporation.

RECITALS:

A. Pursuant to Ohio Revised Code ("R.C.") Chapter 715, including particularly R.C. Section 715.72 (the "JEDD Act"), the Township and the City executed the Violet Township - City of Canal Winchester Joint Economic Development District Contract (the "Original JEDD Contract"), dated July 20, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Violet Township - City of Canal Winchester Joint Economic Development District (referred to herein as "JEDD," or the "District").

B. On December 17, 2023, the Township and the City executed an amendment to the Original JEDD Contract (the "First Amendment"), a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the "Turf and Tractor Property").

C. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the "JEDD Board") currently imposes a 2.0% tax on income withheld from employees working within the District and on net business profits from operations within the District.

D. NLA Violet, LLC (the "Property Owner") desires to develop a parcel of land to be operated by MedVet Associates, LLC (the "Business Owner") for commercial purposes (the "Project" or "Project Area") at a site within the boundaries of the Township (the "MedVet Property," which is further described on the attached Exhibit B and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The MedVet Property is located outside of the Original JEDD Area. The Original JEDD Area, the Turf and Tractor Property, and the MedVet Property are referred to collectively here in as the "Expanded JEDD Area."

E. The Township, the City and the Property Owner desire to facilitate the addition of the MedVet Property to the Original JEDD Area.

F. Ohio Revised Code Section 715.72(L) and Section 9 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

G. The Township and the City have complied with all procedures of the JEDD Act related to the addition of the MedVet Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), the Property Owner has submitted or caused to be submitted, and the Township and the City have received, the required property owner petition, and the Business Owner has submitted or caused to be submitted, and the Township and the City have received, the required business owner petition (collectively, the "Petitions") necessary to add the MedVet Property to the Original JEDD Area.

I. Pursuant to Resolution No. 2024-0417-03, passed April 17, 2024, the Board of Township Trustees of the Township has approved the execution of this Amendment. Pursuant to Ordinance No. 24-015, passed May 6, 2024, the City Council of the City has approved the execution of this Amendment.

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

Section 1. Adding the MedVet Property to the JEDD.

Pursuant to Section 9 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the MedVet Property within the Expanded JEDD Area.

The MedVet Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the MedVet Property as of the date hereof.

Pursuant to the Petitions, each of the Business Owner and Property Owner have given their respective consent to the inclusion within the Expanded JEDD Area.

Section 2. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Amendment shall remain in full force and effect.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Amendment may execute this Amendment by signing any such counterpart.

Section 4. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Amendment.

[Remainder of Page Intentionally Left Blank]

VIOLET TOWNSHIP BOARD OF TRUSTEES
FAIRFIELD COUNTY, OHIO

IN WITNESS WHEREOF, the Township and the City have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: (absent)
Trustee

By: [Signature]
Trustee

By: [Signature]
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: _____

Its: Mayor

Approved as to form:

Law Director

IN WITNESS WHEREOF, the Township and the City have caused this Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: _____


Its: Mayor

Approved as to form:



Law Director

EXHIBIT D

THIRD AMENDMENT TO ORIGINAL JEDD CONTRACT

(attached hereto)

**VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
AMENDMENT TO VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
(Basil Western Development Company Property)**

This Amendment to Violet Township – City of Canal Winchester Joint Economic Development District Contract (the “Third Amendment”) is executed January 17, 2025 (the “Effective Date”) by and among the Township of Violet, Fairfield County, Ohio (the “Township”), a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees, and the City of Canal Winchester, Ohio (the “City”), an Ohio municipal corporation.

RECITALS:

A. Pursuant to Ohio Revised Code (“R.C.”) Chapter 715, including particularly R.C. Section 715.72 (the “JEDD Act”), the Township and the City executed the Violet Township - City of Canal Winchester Joint Economic Development District Contract (the “Original JEDD Contract”), dated July 20, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Violet Township - City of Canal Winchester Joint Economic Development District (referred to herein as “JEDD,” or the “District”).

B. On December 17, 2023, the Township and the City executed an amendment to the Original JEDD Contract (the “First Amendment”), a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the “Turf and Tractor Property”).

C. On June 6, 2024, the Township and the City executed an amendment to the Original JEDD Contract (the “Second Amendment”), a copy of which is attached hereto as Exhibit C and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the “MedVet Property”).

D. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the “JEDD Board”) currently imposes a 2.0% tax on income withheld from employees working within the District and on net business profits from operations within the District.

E. Basil Western Logistics, LLC (the “Property Owner”) desires to develop a parcel of land to be operated by the Property Owner, or an affiliate of the Property Owner to be determined (the “Business Owner”) for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “Basil Western Property”), which is further described on the attached Exhibit B and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The Basil Western Property is located outside of the Original JEDD Area. The Original JEDD Area, the Turf and Tractor Property, the MedVet Property, and the Basil Western Property are referred to collectively here in as the “Expanded JEDD Area.”

F. The Township, the City the Business Owner and the Property Owner desire to facilitate the addition of the Basil Western Property to the Original JEDD Area.

G. Ohio Revised Code Section 715.72(L) and Section 9 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

H. The Township and the City have complied with all procedures of the JEDD Act related to the addition of the Basil Western Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

I. As required by R.C. Sections 715.72(L)(3), the Property Owner has submitted or caused to be submitted, and the Township and the City have received, the required property owner petition, and the Business Owner has submitted or caused to be submitted, and the Township and the City have received, the required business owner petition (collectively, the "Petitions") necessary to add the Basil Western Property to the Original JEDD Area.

J. Pursuant to Resolution No. 2024-1016-01, passed October 16, 2024, the Board of Township Trustees of the Township has approved the execution of this Third Amendment. Pursuant to Ordinance No. 24-038, passed December 16, 2024, the City Council of the City has approved the execution of this Third Amendment.

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

Section 1. Adding the Basil Western Property to the JEDD.

Pursuant to Section 9 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the Basil Western Property within the Expanded JEDD Area.

The Basil Western Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the Basil Western Property as of the date hereof.

Pursuant to the Petitions, each of the Business Owner and Property Owner have given their respective consent to the inclusion within the Expanded JEDD Area.

Section 2. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Third Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Third Amendment shall remain in full force and effect.

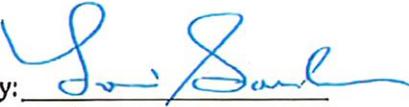
Section 3. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Third Amendment may execute this Third Amendment by signing any such counterpart.

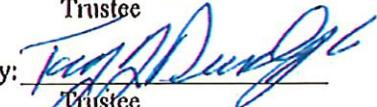
Section 4. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Third Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Township and the City have caused this Third Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: 
Trustee

By: 
Trustee

By: 
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: _____

Its: Mayor

Approved as to form:

Law Director

IN WITNESS WHEREOF, the Township and the City have caused this Third Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

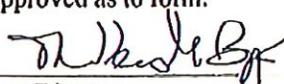
By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF CANAL WINCHESTER, OHIO

By:  _____
Its: Mayor

Approved as to form:


Law Director

**VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
AMENDMENT TO VIOLET TOWNSHIP - CITY OF CANAL WINCHESTER
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
(LaVeck Property)**

This Amendment to Violet Township – City of Canal Winchester Joint Economic Development District Contract (the “Fourth Amendment”) is executed [_____] [___], 2025 (the “Effective Date”) by and among the Township of Violet, Fairfield County, Ohio (the “Township”), a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees, and the City of Canal Winchester, Ohio (the “City”), an Ohio municipal corporation.

RECITALS:

A. Pursuant to Ohio Revised Code (“R.C.”) Chapter 715, including particularly R.C. Section 715.72 (the “JEDD Act”), the Township and the City executed the Violet Township - City of Canal Winchester Joint Economic Development District Contract (the “Original JEDD Contract”), dated July 20, 2023, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Violet Township - City of Canal Winchester Joint Economic Development District (referred to herein as “JEDD,” or the “District”).

B. On December 17, 2023, the Township and the City executed an amendment to the Original JEDD Contract (the “First Amendment”), a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the “Turf and Tractor Property”).

C. On June 6, 2024, the Township and the City executed an amendment to the Original JEDD Contract (the “Second Amendment”), a copy of which is attached hereto as Exhibit C and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the “MedVet Property”).

D. On January 17, 2025, the Township and the City executed an amendment to the Original JEDD Contract (the “Third Amendment”), a copy of which is attached hereto as Exhibit D and incorporated herein by this reference, adding certain additional property to the territory of the Original JEDD Area (the “Basil-Western Property”).

E. Pursuant to the Original JEDD Contract, the Board of Directors for the JEDD (the “JEDD Board”) currently imposes a 2.0% tax on income withheld from employees working within the District and on net business profits from operations within the District.

F. CW Industrial, LLC (the “Property Owner”) desires to develop a parcel of land to be operated by the Property Owner, or an affiliate of the Property Owner to be determined (the “Business Owner”) for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “LaVeck Property”), which is further described on the attached Exhibit E and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The LaVeck Property is located outside of the Original JEDD Area. The Original JEDD Area, the Turf and Tractor

Property, the MedVet Property, the Basil-Western Property, and the LaVeck Property are referred to collectively here in as the “Expanded JEDD Area.”

G. The Township, the City, the Business Owner, and the Property Owner desire to facilitate the addition of the LaVeck Property to the Original JEDD Area.

H. Ohio Revised Code Section 715.72(L) and Section 9 of the Original JEDD Contract authorize the amendment of the Original JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the Original JEDD Area.

I. The Township and the City have complied with all procedures of the JEDD Act related to the addition of the LaVeck Property to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

J. As required by R.C. Sections 715.72(L)(3), the Property Owner has submitted or caused to be submitted, and the Township and the City have received, the required property owner petition, and the Business Owner has submitted or caused to be submitted, and the Township and the City have received, the required business owner petition (collectively, the “Petitions”) necessary to add the LaVeck Property to the Original JEDD Area.

K. Pursuant to Resolution No. [_____], passed November 5, 2025, the Board of Township Trustees of the Township has approved the execution of this Fourth Amendment. Pursuant to Ordinance No. [_____], passed November 17, 2025, the City Council of the City has approved the execution of this Fourth Amendment.

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

Section 1. Adding the LaVeck Property to the JEDD.

Pursuant to Section 9 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the Original JEDD Contract is hereby amended to include the LaVeck Property within the Expanded JEDD Area.

The LaVeck Property is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the LaVeck Property as of the date hereof.

Pursuant to the Petitions, each of the Business Owner and Property Owner have given their respective consent to the inclusion within the Expanded JEDD Area.

Section 2. Remainder Unaffected. Notwithstanding anything to the contrary in the Original JEDD Contract or this Fourth Amendment, the remaining provisions of the Original JEDD Contract not expressly amended or modified by this Fourth Amendment shall remain in full force and effect.

Section 3. Counterparts. This Fourth Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Fourth Amendment may execute this Fourth Amendment by signing any such counterpart.

Section 4. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Fourth Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Township and the City have caused this Fourth Amendment to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

TRUSTEES OF VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

CITY OF CANAL WINCHESTER, OHIO

By: _____

Its: Mayor

Approved as to form:

Law Director

EXHIBIT E

DESCRIPTION OF LAVECK PROPERTY

The real estate situated in the County of Fairfield and State of Ohio, consisting of tax parcel No. 0370211720 (and including any subsequent combinations, subdivisions, combinations, or re-numberings of the current parcel number), and shown in the map below outlined in blue:

