

COPLEY-AKRON JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

**Copley Township , Ohio
City of Akron, Ohio**

July 21, 1994
Amended March 5, 1999
Amended December 31, 2003
Amended November 9, 2004
Amended June 29, 2006

**COPLEY-AKRON
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

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Addendum A. Joint Economic Development District Map

Exhibit 1. JEDD Water Facilities Map and Budget Schedule

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Exhibit 4. Township Service Area Water and Sewer Facilities Map and Budget Schedule

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City of Akron Ordinance Approving JEDD Contract

Copley Township Resolution Approving JEDD Contract

City of Akron Certification of Public Hearings and Public Notice

Copley Township Certification of Public Hearings and Public Notice

Summit County Receipt of JEDD Contract and Documents

Amendatory Agreement

Second Amendatory Agreement

Third Amendatory Agreement

Fourth Amendatory Agreement

City of Akron, Ohio

DONALD L. PLUSQUELIC
Mayor

RE: R. L. Plusquelic
CITY OF AKRON
COUNCIL

1994 JUL 22 P 2:40

July 22, 1994

Ms. Peggy Spraggins, Clerk
Summit County Council
Ohio Building, 8th Floor
175 S. Main Street
Akron, Ohio 44308

TO BE HAND DELIVERED

Re: Copley-Akron Joint Economic Development District Contract

Dear Ms. Spraggins:

Attached you will find the following contract documents to establish a Joint Economic Development District in the Township of Copley:

- 1) Joint Economic Development District Contract signed by the City of Akron and Copley Township.
- 2) Certified authorizing contract legislation from the City and Township, respectively.
- 3) Certificate regarding the City's public hearing on said contract.
- 4) Certificate regarding the Township's public hearing on said contract.

- 5) A Form of Receipt to be signed by your office acknowledging your receipt of the aforementioned documents.

These materials are filed in accordance with Sections 715.70 and 715.71 of the Ohio Revised Code.

Sincerely,



Donald L. Plusquellie, Mayor
City of Akron

cc: J. W. Phelps
D. Moore
K. Pascover

COPLEY-AKRON JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT

This Copley-Akron Joint Economic Development District Contract (the "Contract") is made and entered into as of July 21, 1994, by and between the City of Akron (the "City"), and the Township of Copley (the "Township") in accordance with the terms and provisions set forth herein.

RECITALS

A. The City and the Township intend to enter into this Contract to create and provide for the operation of the Copley-Akron Joint Economic Development District (the "District") in accordance with Sections 715.70 and 715.71 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 City and the Township have each authorized and directed the City and the Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 595-1994, enacted by the City Council on July 18, 1994, and Resolution No. 94-31, adopted by the Board of Township Trustees on July 14, 1994, as approved by the voters of the Township at the election held on November 8, 1994.

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

Section 1. Creation of District: Name. The City and the Township, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the "Copley-Akron Joint Economic Development District". The Board of Directors (the "Board") of the District may change the name of the District by resolution of the Board.

Section 2. Contracting Parties. The contracting parties to this Contract are the City of Akron, a municipal corporation existing and operating under the laws of the State, including the Charter of the City, and the Township of Copley, a township existing and operating under laws of the State, and their respective successors in all or in part.

Section 3. Purpose. The City and the Township intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the County, the City, the Township and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in Addendum "A" attached to and made part of this Contract. The territory of the District is located entirely within the Township and the County of Summit (the "County") and does not include any "parcel of land" (as defined in Section 715.70(B) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or a township.

Section 5. Addition and Removal of Areas from District. This Contract, including Addendum A hereto, may be amended from time to time to add certain property within the Township to the territory of the District. Property may be added to the District upon the filing of a request by the owner of that property with the Board. Upon agreement by the City and the Township, this Contract, including Addendum 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. Upon agreement by the City and the Township, this Contract, including Addendum A hereto, may also be amended from time to time to remove property from the territory of the District.

Section 6. Term. The initial term of this Contract shall commence on the date hereof and shall terminate December 31, 2093, unless otherwise terminated prior to that date as provided herein. Each party shall have the right to extend this Contract for two successive 50-year periods by delivering written notice of the extension to the other party hereto on or before 180 days prior to the expiration of the term of this Contract or any extension thereof. The provision herein for the initial term of, and the right of each party to extend, this Contract

recognizes that the accrual of benefits to the parties from this Contract may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

This Contract may be terminated at any time by mutual consent of the City and the Township 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 Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Section 14 hereof, this Contract may also be terminated by the City if it is determined at any time, for any reason, that joint economic development district contracts cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction or that the income tax provided for in Section 12 hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The City's determination to so terminate this Contract shall be evidenced by a written notice of such termination from the Mayor of the City. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option by the City, the City shall have no further obligation under this Contract.

Upon termination of this Contract, any property, assets and obligations of the District shall be divided equally between the City and the Township; provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with the City for safekeeping, which records and documents shall be maintained by the City as are public records of the City.

Pursuant to Section 715.70(J) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the contracting parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, the City and the Township may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition

to or as a substitute for the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 12 hereof. In the event that any portion of the territory of the Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a municipal corporation or an incorporation as a municipal corporation, the Board of Trustees of the Township shall use its best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless (1) the District has been created and the income tax provided for in this Contract has been in effect for one year and (2) the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and has assumed all the obligations and responsibilities of the Township under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the City.

Section 7. Contributions to the District. In accordance with Section 715.71 of the Revised Code, the City and the Township each agree to contribute to the development and operation of the District.

(A) Water Service. Access to water service from the City's water system shall be made available to users in the District. In order to contribute to that availability, the City shall acquire, construct and install certain water service facilities as described in Exhibit 1 attached hereto and made a part hereof and in accordance with the schedule set forth in that Exhibit. The City shall pay a portion of the costs of those facilities as provided in Section 12 hereof. As requested by users and in accordance with applicable water service agreements, the City shall acquire, construct and install other water service facilities to provide access to water service.

The City shall enter into water service agreements with water service users within the District for the provision of water service at rates that are equal to the rates charged to comparable users within the City as those rates (the "Akron Rates") are revised from time to

time plus a surcharge of 10% of the Akron Rates (the "Surcharge"). Those agreements may also provide for a tap-in fee or other charge to be charged at the time of connection to the water system or at a later time, which may be paid at one time or over a ten-year period, all as set forth in those agreements; provided that, to the extent permitted by law and as agreed to by the City and the Township, the Township or the City, or both, may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The Surcharge shall be no greater than that charged any other similarly situated political subdivision or other contract customers (other than the City or those customers within the City), so long as the Township agrees to amend this Contract to conform to the terms and conditions of any agreement with other political subdivisions or contract customers (an "Other Agreement") and complies with all of the terms of this Contract as amended. Within 60 days after entering into an Other Agreement, the City's Director of Law shall provide the Township with an amendment to this Contract that includes the terms and conditions of the Other Agreement as are necessary and appropriate to comply with this provision. Such amendment shall (1) set forth the terms and conditions of the Other Agreement, in particular those relating to the contribution of the other political subdivision or contract customer that is a party to the Other Agreement (including but not limited to the rate of any income tax levied and collected in accordance with the Other Agreement) and (2) provide for the new, reduced Surcharge. The Township and the City may then enter into that amendment as provided herein and thus establish a new, reduced Surcharge in accordance with the terms and conditions of this Contract as so amended.

The City may provide in those water service agreements that, in the event that this Contract is terminated or that the income tax provided for in Section 12 hereof is determined not to be legal or valid or it is determined that the District may not levy, collect or distribute that income tax in accordance with this Contract, (1) the rate charged for water service to users within the District shall be automatically revised as provided in those water service agreements or (2) the City may cease providing water service to and within the District and may cease

construction of, and may remove, water service facilities and other capital improvements provided for herein, but not until 90 days after giving notice to the Board and water service users of its intent to do so, during which period the City and the Township shall use their good faith efforts to resolve the situation to achieve the purposes of this Contract.

(B) Sanitary Sewer Service. Access to sanitary sewer service from the City's sanitary sewer system shall be made available to users in the District. In order to contribute to that availability, the City shall acquire, construct and install certain sanitary sewer service facilities as described in Exhibit 2 attached hereto and made a part hereof and in accordance with the schedule set forth in that Exhibit. The City shall pay a portion of the costs of those facilities as provided in Section 12 hereof. As requested by users and in accordance with applicable sanitary sewer service agreements, the City shall acquire, construct and install other sanitary sewer service facilities to provide access to sanitary sewer service. The City 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 City, and revised from time to time, in accordance with the Akron Sewer User Charge System Manual, as revised from time to time, and Sections 50.22 and 50.33 of the Code of Ordinances of the City, as amended or supplemented from time to time. Those agreements may also provide for a tap-in fee or other charge to be charged at the time of connection to the sanitary sewer system or at a later time, which may be paid at one time or over a ten-year period, all as set forth in those agreements; provided that, to the extent permitted by law and as agreed to by the City and the Township, the Township or the City, or both, may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge.

The City may provide in those sanitary sewer service agreements that, in the event that this Contract is terminated or that the income tax provided for in Section 12 hereof is determined not to be legal or valid or it is determined that the District may not levy, collect or distribute that income tax in accordance with this Contract, (1) the rate charged for sanitary sewer service

to users within the District shall be automatically revised as provided in those sanitary sewer service agreements or (2) the City may cease providing sanitary sewer service to and within the District and may cease construction of, and may remove, sanitary sewer service facilities and other capital improvements provided for herein, but not until 90 days after giving notice to the Board and sanitary sewer service users of its intent to do so, during which period the City and the Township shall use their good faith efforts to resolve the situation to achieve the purposes of this Contract.

(C) Other Services. The City through its Department of Planning and Urban Development and its Office of the Deputy Mayor for Economic Development (or their respective successors) may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The City shall provide secretarial services and other staffing 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 sanitary sewer service facilities as provided in this Contract, including, but not limited to, granting easements, rights-of-way and street opening permits at no more than the usual and customary cost. For the term of this Contract, the Township shall (1) provide the same services within the District that it now provides, or in the future will provide, within the Township and (2) continue to provide fire and police protection for the District. The City and the Township agree to maintain a mutual aid agreement for fire protection and emergency medical service (EMS) for the term of this Contract. The City may invite Township fire and EMS personnel to observe or participate in certain training demonstrations in accordance with the mutual aid agreement.

The City shall prepare, or cause to be prepared, all documents of the City and the District relating to the formation of the District including, but not limited to, this Contract, instruments describing the District boundaries, notices, forms of City, Township, County and District legislation and election proceedings. Any costs incurred by the City in preparing such

documents or otherwise incurred by the City in assisting in the establishment of the District shall be paid (or reimbursed to the City for payments made by the City) from revenues of the District income tax.

Section 8. Township Service Area. The City agrees that, so long as this Contract is in effect and the District has been created and the income tax provided in this Contract has been in effect or is being levied and collected, the City may also permit access to water service and sanitary sewer service from the City's water system and sanitary sewer system, respectively, or otherwise to be made available to all or a portion of those residential users within a specified area relating to, but not within the District (the "Township Service Area"). The Township Service Area under this Contract is described in Exhibit 3 attached hereto and made a part hereof.

Access to water service and sanitary sewer service from the City's water system and sanitary sewer system, respectively, shall be made available to users in the three areas within the Township Service Area identified in Exhibit 3 hereto ("Subareas A, B and C"). In order to contribute to that availability, the City shall acquire, construct and install certain water service facilities and sanitary sewer service facilities as described in Exhibit 4 attached hereto and made a part hereof and in accordance with the schedule set forth in that Exhibit. The City shall pay a portion of the costs of those facilities as provided in Section 12 hereof. If 75% of the users in an area designated by the Township and approved by the City sign a petition and applicable water service agreements, the City shall acquire, construct and install other water service facilities within Subareas A, B and C to provide access to water service, but subject to engineering and legal feasibility. If 75% of the users in an area designated by the Township and approved by the City sign a petition and applicable sanitary sewer service agreements, the City shall acquire, construct and install other sanitary sewer facilities within Subareas A, B and C to provide access to sanitary sewer service, but subject to engineering and legal feasibility. Those potential users in such designated areas who do not sign a petition shall not be required by the City or the Township to take such services from the City or to pay for such services unless and

until they enter into applicable service agreements with the City. Other properties within the Township Service Area may be provided access to water service or sanitary sewer service, or both, if 75% of the property owners in an area designated by the Township and approved by the City petition the Board of Township Trustees for such services, but subject to engineering and legal feasibility. The Township and the City shall establish procedures and regulations for the petition process. Those properties approved by the City and the Township may be provided such water and sanitary sewer services in accordance with a schedule of implementation to be established by the City.

The City shall enter into water service agreements with residential users in the Township Service Area for the provision of water service at rates that are equal to the Akron Rates as those rates are revised from time to time plus a surcharge of 22.5% of the Akron Rates (the "Township Surcharge"). Those agreements may also provide for a tap-in fee or other charge to be charged at the time of connection to the water system or at a later time, which may be paid at one time or over a ten-year period, all as set forth in those agreements; provided that, to the extent permitted by law and as agreed to by the City and the Township, the Township or the City, or both, may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The City may provide in those water service agreements that, in the event that this Contract is terminated or that the income tax provided for in Section 12 hereof is determined not to be legal or valid or it is determined that the District may not levy, collect or distribute that income tax in accordance with this Contract, (1) the rate charged for water service to users within the Township Service Area shall be automatically revised as provided in those water service agreements or (2) the City may cease providing water service to and within the Township Service Area and may cease construction of, and may remove, water service facilities and other capital improvements provided for herein, but not until 90 days after giving notice to the Board and water service users of its intent to do so, during which period the City and the Township shall use their good faith efforts to resolve the situation to achieve the purposes of this Contract. During any period in which residential

users within a Township Service Area are provided water service by the City at rates that are equal to Akron Rates as those rates are revised from time to time plus the Township Surcharge, those residential users within the Township but not within the District or a Township Service Area, who are on the date hereof provided water service by (i) the City or (ii) the County and the City later acquires the related County water service facilities and provides that water service (all as set forth in Exhibit 5 attached hereto and made a part hereof), shall be provided water service by the City at rates that are equal to Akron Rates as those rates are revised from time to time plus the Township Surcharge.

The City shall enter into sanitary sewer service agreements with residential users in the Township Service Area for the provision of sanitary sewer service at rates that are equal to Township Service Rates as established by the City and revised from time to time. Those agreements may also provide for a tap-in fee or other charge to be charged at the time of connection to the sanitary sewer system or at a later time, which may be paid at one time or over a ten-year period, all as set forth in those agreements; provided that, to the extent permitted by law and as agreed to by the City and the Township, the Township or the City, or both, may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The City may provide in those sanitary sewer service agreements that, in the event that this Contract is terminated or that the income tax provided for in Section 12 hereof is determined not to be legal or valid or it is determined that the District may not levy, collect or distribute that income tax in accordance with this Contract, (1) the rate charged for sanitary sewer service to users within the Township Service Area shall be automatically revised as provided in those sanitary sewer service agreements or (2) the City may cease providing sanitary sewer service to such residential users within the Township Service Area and may cease construction of, and may remove, sanitary sewer facilities and other capital improvements provided herein, but not until 90 days after giving notice to the Board and sanitary sewer service users of its intent to do so, during which period the City and the Township shall use their good faith efforts to resolve the situation to achieve the purposes of this Contract.

Places of employment within the Township Service Area that want access to water service or sanitary sewer service may request to be included in the District as provided in Section 5 hereof.

Section 9. Ownership of Facilities. All water service facilities and sanitary sewer service facilities that are acquired, constructed or installed by the City pursuant to this Contract shall be owned, operated and maintained by the City, unless otherwise determined by the City.

Section 10. Board of Directors. Pursuant hereto, a Board of Directors is established to govern the District. The Board shall consist of six members, three each from the City and the Township. The Township members of the Board shall be the Township Trustees. The City members shall be the Mayor and two elected members of Council who are appointed by the Mayor and approved by Council. The members of the Board shall serve as long as they are such officials of the City and the Township, provided that the members of the Board appointed by the Mayor shall, so long as they are members of Council, serve at the pleasure of the Mayor and until successors are appointed by the Mayor and approved by Council.

In the event that the Township shall cease to exist or the territory of the District shall be included within a municipal corporation as described in Section 6 hereof, but prior to such event, the Board shall establish a procedure for the appointment of members to the Board from the political subdivision or entity succeeding to the Township or being added as a party to this Contract in accordance with Section 715.70 of the Revised Code, particularly Section 715.70(E) of the Revised Code, provided that the Board shall continue to have six members, three of whom shall be from the City or its successor.

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

The Board shall elect the following officers (who shall constitute the Officers of the Board) from among its members: a Chair, a Vice Chair, a Secretary and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Officers shall be elected at

the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 11. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall occur on or before December 9, 1994. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the City or the Township or at other locations within the County as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the District. A minimum of five members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least five members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.70 and 715.71 of the Revised Code.

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

The Chair shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chair may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any five members of the 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 Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board may provide in the Tax Agreement (as defined in Section 12 hereof) that the Department of Finance of the City shall assist the Treasurer with the duties of that office.

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

The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Section 12 hereof.

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

The Board, on behalf of the District, may:

(1) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

- (3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;
- (4) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
- (5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the City or the Township;
- (6) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the City, the Township, the County and the State;
- (7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
- (8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;
- (9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and
- (10) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and

employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

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

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.71 of the Revised Code and Section 12 hereof.

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

The City and the Township may exercise all of the powers and may perform all of the functions and duties set forth in Section 715.70(H) of the Revised Code.

Section 12. Income Tax. The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2% in the District in accordance with Section 715.71 of the Revised Code. The income tax shall go into effect on January 1, 1995. The rate of the income tax shall change from time to time so that it is equal to the rate of the municipal income tax levied by the City. The revenues of that income tax shall be used for the purposes of the District and the contracting parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the Board pursuant to this Contract and Section 715.71 of the Revised Code shall apply in the entire District throughout the term of this

Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with Section 715.71 of the Revised Code, the Board shall enter into an agreement with the City to 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 City 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.

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board, which amount shall not exceed one-quarter of one percent (.25%) of the estimated income tax revenues for that calendar year. Income tax revenues in excess of those provided to the District shall be paid or credited by the Administrator to the City without need of further action by the Treasurer or the Board; provided that, in the event that the District income tax rate is increased above the initial 2% rate, the amount of income tax revenues attributable to that increase over the 2% rate shall be paid or credited by the Administrator as follows: 1/3 of that amount to the Township and 2/3 of that amount to the City; provided further that the District income tax rate shall not be increased above the initial 2% rate before January 1, 2005. The revenues so paid or credited to the City shall be used by the City to encourage and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of the City (including paying debt charges related thereto), providing safety and health services within the City, providing urban development planning, counselling and financing services for the City and for the District, if agreed to by the City, and generally improving the environment for those working and residing in the City or the District, and for other purposes as permitted by law. The City shall

deposit, or cause to be deposited, the revenues from the District paid or credited to the City within the first six years of the term of this Contract into a separate economic development fund of the City and use those revenues to the extent necessary to pay a portion of the cost of the design, acquisition, construction and installation of those water service facilities and sanitary sewer service facilities that are described in Exhibits 1, 2 and 4 hereto, including, but not limited to, the pledging of that fund to the payment of a portion of the debt incurred to finance the cost of such facilities; 50% of the cost of those facilities shall be recovered from the payment of tap-in charges, other charges or special assessments as provided in this Contract.

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

The parties acknowledge that property taxes levied by the Township on property within the District shall be distributed to the Township with no portion going to the District or the City.

Section 13. Annexation; Zoning. The City agrees that, so long as this Contract is in effect, the City will not, without the consent of the Township, (i) accept any annexation petitions for any property located in the Township or (ii) assist property owners to annex their property located in the Township to the City. The Township agrees that, so long as the Contract is in effect, it will not approve, and will use its best efforts to oppose, the annexation, merger or consolidation of any property located in the Township by any other municipal corporation without the consent of the City. Neither the City nor the Township is or will be divested of its rights or obligations under this Contract because of annexation, merger or succession of interests.

The City agrees to support the detachment of certain property within the City as petitioned for by the owners thereof, which property is located on Schocalog Road, is approximately 47.4 acres in area, was annexed into the City effective July 21, 1989, and is identified in Exhibit 6 attached hereto and made a part hereof.

The Township agrees to maintain, to the extent permitted by law, the existing zoning of the property devoted to business, commercial or industrial uses, 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 715.70(I) of the Revised Code, provided that the City and the Township may enter into other agreements in accordance with that Section 715.70(I) of the Revised Code.

In the event that the Township desires to change the zoning of property devoted to business, commercial or industrial uses, but not yet within the District, it will notify the City in writing of the proposed change. The Township agrees to replace the changed zoned property with other property of the same character and quality to be zoned for business, commercial or industrial uses. The character and quality of the replacement property must be of the same nature of topography, soils, access to infrastructure and all other characteristics that affect business development as the property that is to be removed from business, commercial or industrial uses. The Township shall designate its proposed replacement property in writing to the City at the same time that it notifies the City of its intent to rezone property devoted to business, commercial or industrial uses within a proposed District. The City shall notify the Township of its approval or disapproval of the proposed replacement property within 30 days after being notified in writing by the Township of the rezoning and the proposed replacement property. If the City disapproves the replacement property, the Township shall designate within 30 days other alternative replacement property satisfactory to the City that shall be zoned for business, commercial or industrial uses.

Section 14. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the nondefaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in

Section 6 hereof, this Contract may not be canceled or terminated because of a default unless both the City and the Township agree to such cancellation or termination.

Section 15. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 16. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 17. Support of Contract. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of the Township of the resolution authorizing this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor.

Section 18. Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 19. Severability. Except as provided in Section 6 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and
- (3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 20. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.70 and 715.71 of the Revised Code. In the event that Section 715.70 or Section 715.71 of the Revised Code is amended or is supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Development Districts, the parties may agree at the time to follow either the provisions of Sections 715.70 and 715.71 existing on the date of this Contract or the provisions of Sections 715.70 and 715.71 as amended or supplemented, to the extent permitted by law.

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

IN WITNESS WHEREOF, the City and the Township have caused this contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City
in the presence of:

CITY OF AKRON

Shawanna C. Durst
Name: Shawanna C. Durst

By:

Donald L. Plusquellec
Donald L. Plusquellec, Mayor

Teresa A. Floyd
Name: Teresa A. Floyd

(Witnesses as to the City)

Signed as to the Township
in the presence of:

TOWNSHIP OF COPLEY

Jack & Deever
Name: Jack & Deever

By:

Patrick Fick aye
Patrick Fick, Trustee

Dale Schmitz
Name: Dale Schmitz

By:

Dale Ann Panovich aye 7-14-94
Dale Panovich, Trustee

(Witnesses as to the Township)

By:

William E. Osborn aye
William Osborn, Trustee

Approved as to legal form and
correctness:

By:

Max Rothal
Max Rothal
Director of Law
City of Akron

By:

Robert A. Edwards
Robert A. Edwards
Legal Counsel to
Township of Copley

STATE OF OHIO)
COUNTY OF SUMMIT) SS:
)

On this 22nd day of July, 1994, before me, a Notary Public in and for said County and State, personally appeared Donald Plusquellic, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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

[Seal]

Cynthia Stepanik
Notary Public

STATE OF OHIO)
COUNTY OF SUMMIT) SS:

CYNTHIA J. STEFANKI, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 8, 1994

On this 14th day of July, 1994, before me, a Notary Public in and for said County and State, personally appeared Patrick Fick, William Osborn and Dale Panovich, Trustees of the Township of Copley, who acknowledged that with due authorization and as such officers on behalf of the Township they did sign said instrument on behalf of the Township 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 Township.

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

[Seal]

Dianci Kalad
Notary Public
My common office
1/29/97

March 2, 1999

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT made and entered into on this 5th day of MARCH, 1999 by and between the City of Akron (Akron) duly authorized by Ordinance No. 734-1997 and the Township of Copley (Copley) duly authorized by Resolution No. 97-39.

WHEREAS, Akron and Copley entered into a Joint Economic Development District (JEDD) Contract (Contract) on July 21, 1994, and

WHEREAS, Section 5 of said Contract allows Akron and Copley to amend said Contract by adding property within Copley to the Copley-Akron JEDD, and

WHEREAS, Stephanie Bankey, owner of 209 Rothrock Road has requested that that property be included in the Copley-Akron JEDD, and

WHEREAS, the Akron City Council, Township Board of Trustees, and the Copley-Akron JEDD Board of Directors have approved said amendment request.

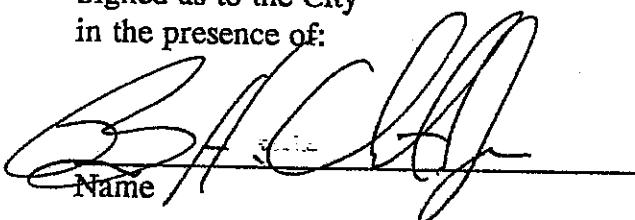
NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed to amend the Copley-Akron JEDD Contract as follows:

Section 1. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to include the property at 209 Rothrock Road owned by Stephanie Bankey as described in the attached Exhibit A which is incorporated herein by reference and made a part hereof as if the same be rewritten herein.

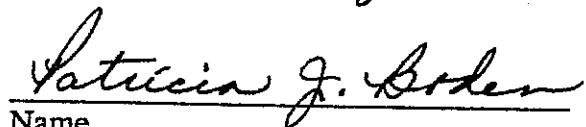
Section 2. Except as hereby modified and revised all terms, covenants and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, on the date first written above, Akron and Copley have caused this
Amendatory Agreement to be executed by their duly authorized officials.

Signed as to the City
in the presence of:



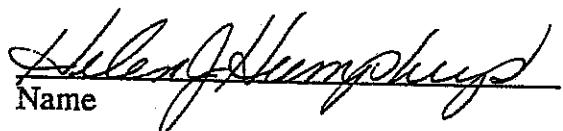
Name



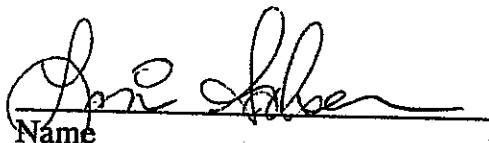
Name

(Witnesses as to the City)

Signed as to the Township
in the presence of:



Name

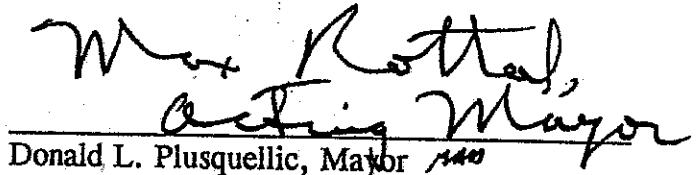


Name

(Witnesses as to the Township)

CITY OF AKRON

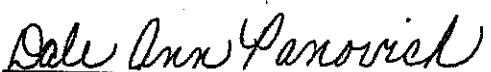
By


Donald L. Plusquellic, Mayor

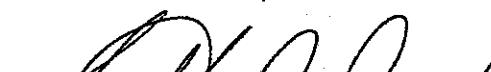
Donald L. Plusquellic, Mayor

TOWNSHIP OF COPLEY

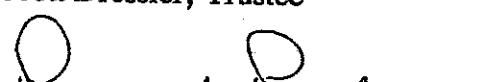
By


Dale Ann Panovich, Trustee

By


Scott Dressler, Trustee

By


Patrick Fick, Trustee

Approved as to legal form
and correctness:



Max Rothal, Director of Law ~~AGO~~
City of Akron

3/5/99

Date

Approved as to legal form
and correctness:



Robert A. Edwards, Legal Counsel
to Township of Copley

7-4-99

Date

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 5 day of March, 1999, before me, a Notary Public in and for said County and State, personally appeared Max Rothal, Acting Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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

George Angelo Bozka
Notary Public
Attorney at Law
My commission has no expiration date.

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

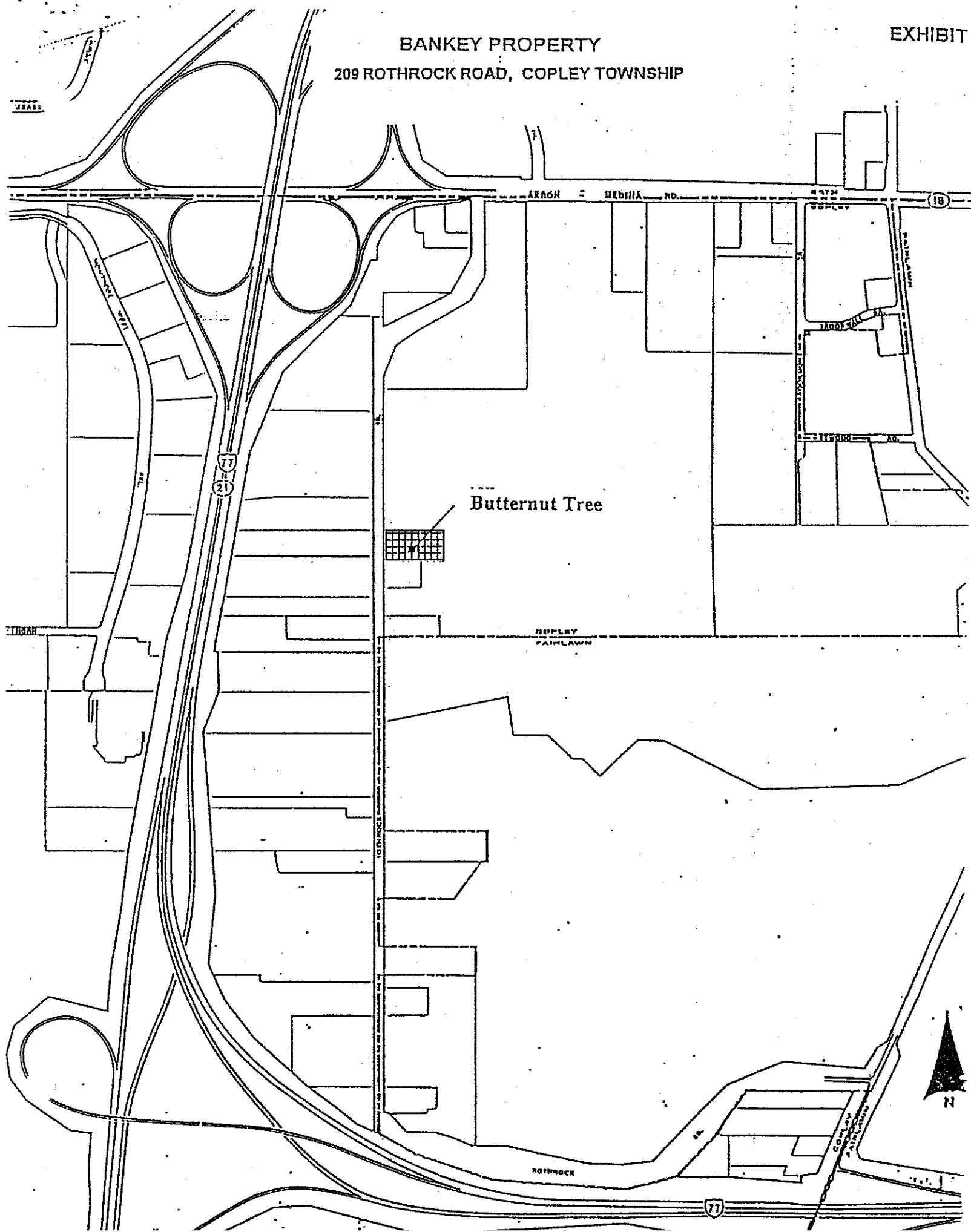
On this 3rd day of MARCH, 1999, before me, a Notary Public in and for said County and State, personally appeared Dale Ann Panovich, Scott Dressler and Patrick Fick, Trustees of the Township of Copley, who acknowledged that with due authorization and as such officers on behalf of the Township they did sign said instrument on behalf of the Township 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 Township.

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

Zain Kalail
Notary Public My commission expires
7-7-2002

BANKEY PROPERTY
209 ROTHROCK ROAD, CPLEY TOWNSHIP

EXHIBIT A



BANKEY PROPERTY
LEGAL DESCRIPTION

Situated in the Township of Copley, County of Summit and State of Ohio and known as real estate located at 209 Rothrock Road, Copley, OH 44321 and further described as follows:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot 3 in said township and more fully described as follows:

Beginning at a point in the West line of said lot and centerline of Rothrock Road, which is N. 3°, 29' E., along said line, 480.00 feet from the Southwest corner of said lot;

Thence N. 3°, 29' E. along said Lot line and road centerline, 180.00 feet;

Thence S. 86°, 56' 20" E., 375.01 feet;

Thence S. 3°, 29' W., 182.76 feet;

Thence N. 86°, 31' W., 375.00 feet to the Place of Beginning and containing as surveyed in August 1955 by S.G. Swigart & Son 1.5615 acres of land.

September 15, 2003

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT made and entered into on this 31st day of December, 2003 by and between the City of Akron (Akron) duly authorized by Ordinances No. 170-1999, 477-2000, and 494-2002 and the Township of Copley (Copley) duly authorized by Resolutions No. 99-03, 99-14, and 2003-06 and by Motions approved on October 28, 1999 and December 9, 1999.

WHEREAS, Akron and Copley entered into a Joint Economic Development District (JEDD) Contract (Contract) on July 21, 1994, and amended said Contract on March 5, 1999, and

WHEREAS, Section 5 of the said Contract allows Akron and Copley to amend said Contract by removing property within Copley from the Copley-Akron JEDD and adding property within Copley to the Copley-Akron JEDD, and

WHEREAS, the owners of property at 2715 Copley Road and residential property owners at the addressed outlined on the attached Exhibit A-2 which is incorporated herein by reference and made a part hereof as if the same be rewritten herein have requested that their properties be removed from the Copley-Akron JEDD, and

WHEREAS, Jaylin Development, Inc., owner of property at 405 Rothrock Road, Ronald G. Noland, owner of property at 4640 Medina Road, Chamberlain Group, owner of property at 762 S. Cleveland Massillon Road, Minnesota Mining & Manufacturing Co., owner of property outlined in the attached Exhibit B-4 which is incorporated herein by reference and made a part hereof as if the same be rewritten herein, and S. & H. Investment Co., owner of property at 708-732 S. Cleveland Massillon Road have requested that their properties be added to the Copley-Akron JEDD, and

WHEREAS, the Akron City Council, Copley Township Board of Trustees, and the Copley-Akron JEDD Board of Directors have approved said requests.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed to amend the Copley-Akron JEDD Contract as follows:

Section 1. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to remove property at 2715 Copley Road and residential properties as described respectively in the attached Exhibits A-1 and A-2 which are incorporated herein by reference and made a part hereof as if the same be rewritten herein, retroactive to January 1, 1995, except for properties at 2305 Copley Road and 2715 Copley Road which will be retroactive to the dates those properties ceased to be used for business purposes.

Section 2. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to add property at 405 Rothrock Road owned by Jaylin Development, Inc., property at 4640 Medina Road owned by Ronald G. Noland, property at 762 S. Cleveland-Massillon Road owned by Chamberlain Group, property owned by Minnesota Mining & Manufacturing Co. and property at 708-732 S. Cleveland-Massillon Road owned by S. & H. Investment Co. as described respectively on the attached Exhibits B-1, B-2, B-3, B-4 and B-5 which are incorporated herein by reference and made a part hereof as if the same be rewritten herein.

Section 3. Except as hereby modified and revised all terms, covenants and conditions of the Contract as previously amended shall continue in full force and effect.

IN WITNESS WHEREOF, on the date first written above, Akron and Copley have caused this Second Amendatory Agreement to be executed by their duly authorized officials.

Signed as to the City
in the presence of:

Shawanda C. Schwartz
Name

CITY OF AKRON

By

Donald L. Plusquellic
Donald L. Plusquellic, Mayor

Linda M. Thompson
Name

(Witnesses as to the City)

Signed as to the Township
in the presence of:

Dixie Pivato
Name

TOWNSHIP OF COPLEY

By

Dale Panovich
Dale Panovich, Trustee

Kathy L. Lissner
Name

By

Patrick Fick
Patrick Fick, Trustee

Dixie Pivato
Name

Kathy L. Lissner
Name

By

Scott Dressler
Scott Dressler, Trustee

Dixie Pivato
Name

Kathy L. Lissner
Name

(Witnesses as to the Township)

Approved as to legal form
and correctness:

Max Rothal
Max Rothal, Director of Law ^{Attys}
City of Akron

1/15/04
Date

Approved as to legal form
and correctness:

IBS
Irving B. Sugerman, Legal Counsel
to Township of Copley

10/07/03
Date

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 3/5 day of Dec., 2003, before me, a Notary Public in and for said County and State, personally appeared Donald L. Plusquellic, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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

Laurie Lyn Hoffman
Notary Public

LAURIE LYN HOFFMAN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Feb. 25, 2008

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 22/11 day of Sept., 2003, before me, a Notary Public in and for said County and State, personally appeared Dale Panovich, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township she did sign said instrument on behalf of the Township and who acknowledged that the same is her voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Township.

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

Diane Kalail
Notary Public
My Comm. Expires
7-17-07

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 22nd day of Sept., 2003, before me, a Notary Public in and for said County and State, personally appeared Patrick Fick, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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


Diane Kalail
Notary Public my const expires
7-17-07

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

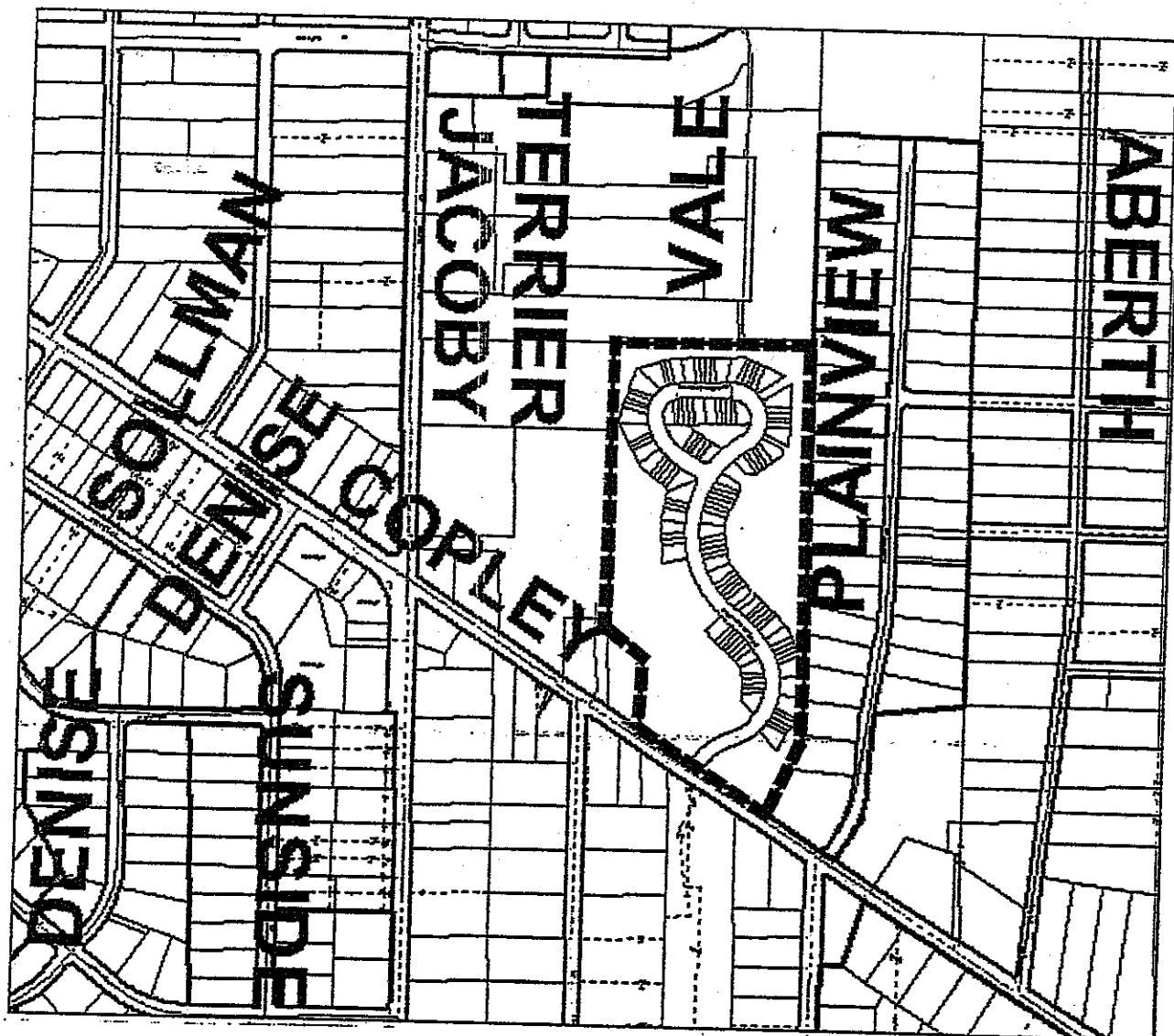

Scott D. Dressler

On this 22nd day of Sept., 2003, before me, a Notary Public in and for said County and State, personally appeared Scott Dressler, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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


Diane Kalail
Notary Public my const expires
7-17-07

FORMER O'SHUX PROPERTY
2715 COPLEY ROAD



----- Remove from JEDD

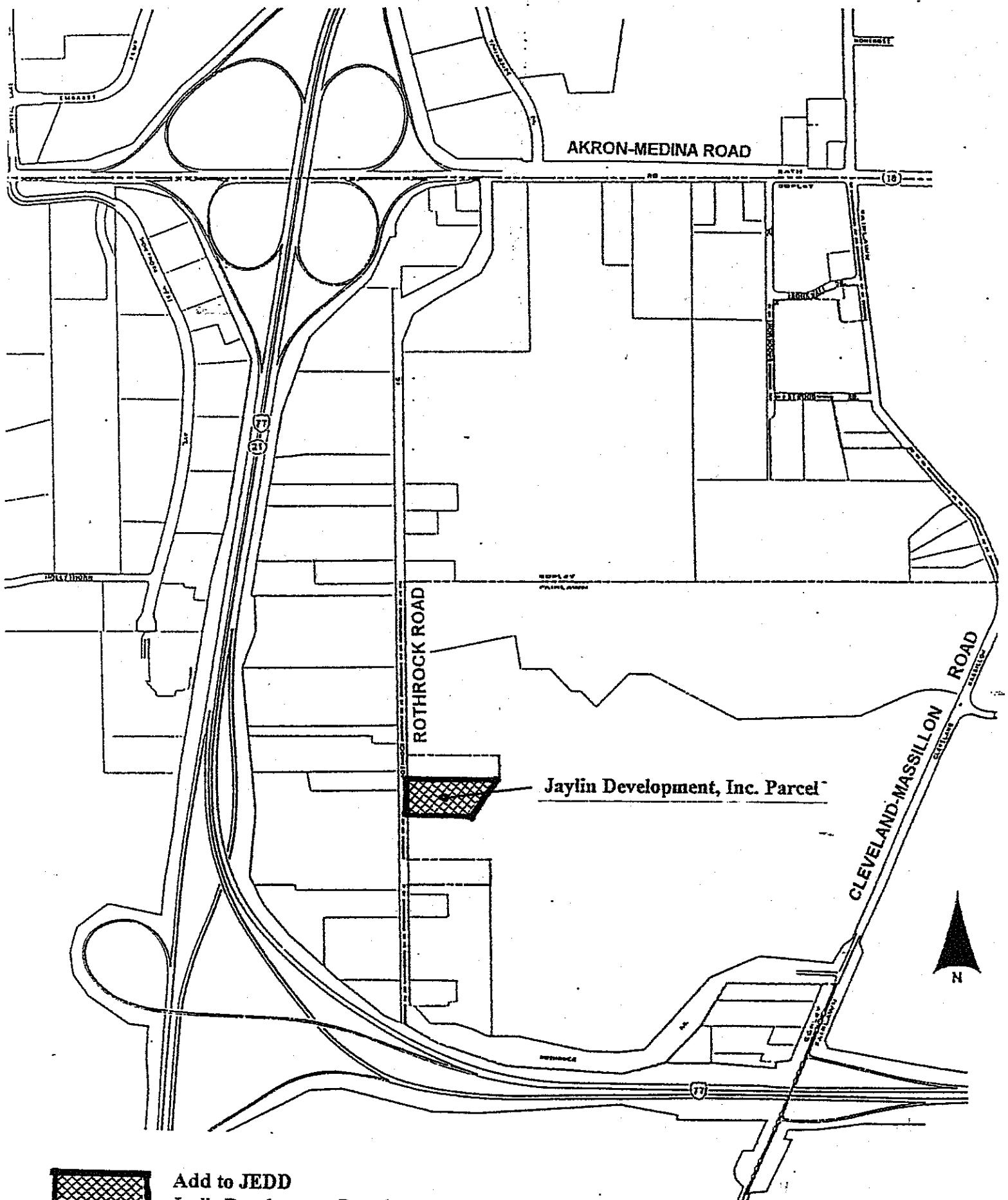
Former O'Shux Property
2715 Copley Road

▲
NORTH

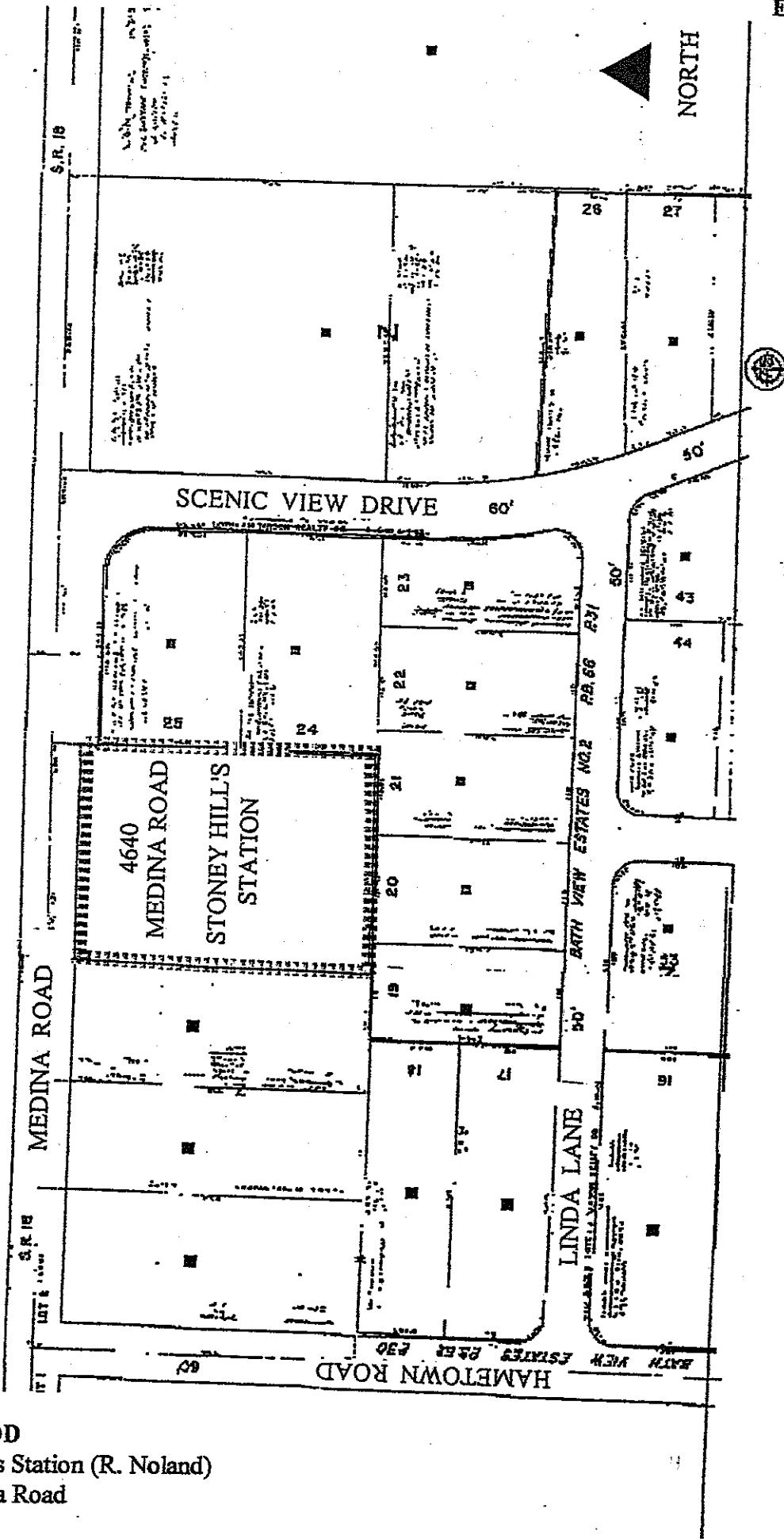
EXHIBIT A-2

**COPLEY-AKRON JEDD
RESIDENTIAL PROPERTIES TO BE REMOVED FROM JEDD**

<u>STREET</u>	<u>ADDRESS NUMBER</u>
S. Cleveland-Massillon Road	184, 270, 1073, 1089, 1155, 1158, 1165, 1175, 1187, 1348, 1360, 1363, 1375, 1475, 1488
Copley Road	2054, 2305, 2311, 2660, 2668, 2715 (former O'Shux Golf Course) 2730, 2752, 2764, 2790, 2855-57, 3023, 3461, 3489, 3492, 3499, 3518, 3523, 3526, 3532, 3533, 3542, 3655, 3901
Denise Drive	1459
Hunt Club Drive	100
Jacoby Road	930, 942, 978, 988, 998, 1158, 1469, 1477, 1487
Reserve Avenue	2887
Ridgewood Road	3430, 3460, 3508, 3538, 3584
Ruth Avenue	1295, 1307
Schocalog Road	816
Sunset Drive	1275, 1289



Auditor Tax Map Print



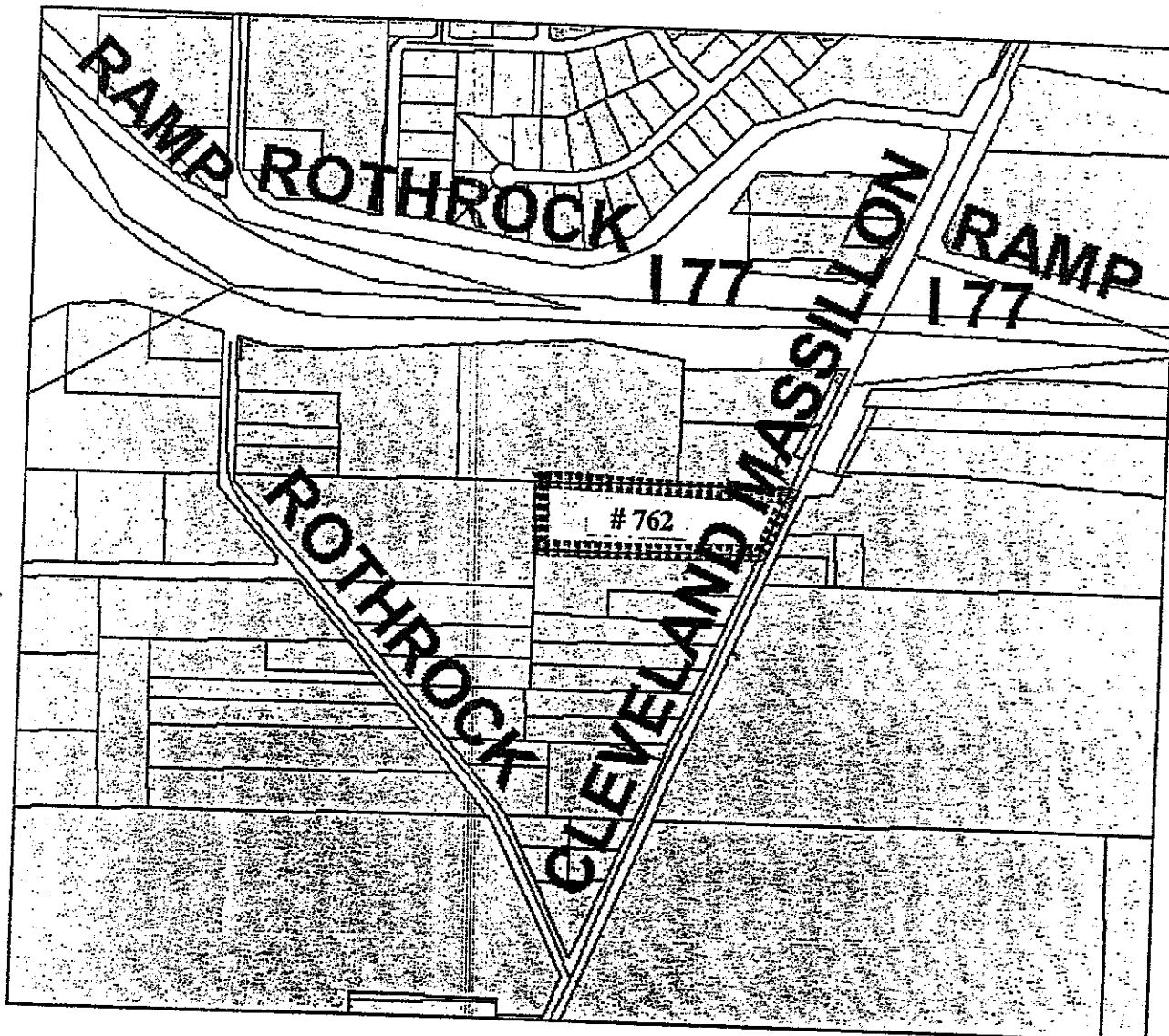
Add to JEDD

Stoney Hill's Station (R. Noland)
4640 Medina Road

EXHIBIT B-2

Date Printed 12/28/99

SUMMIT COUNTY P.A.W.S.* MAPS



Selected Parcel ALTID is CP0001001008000

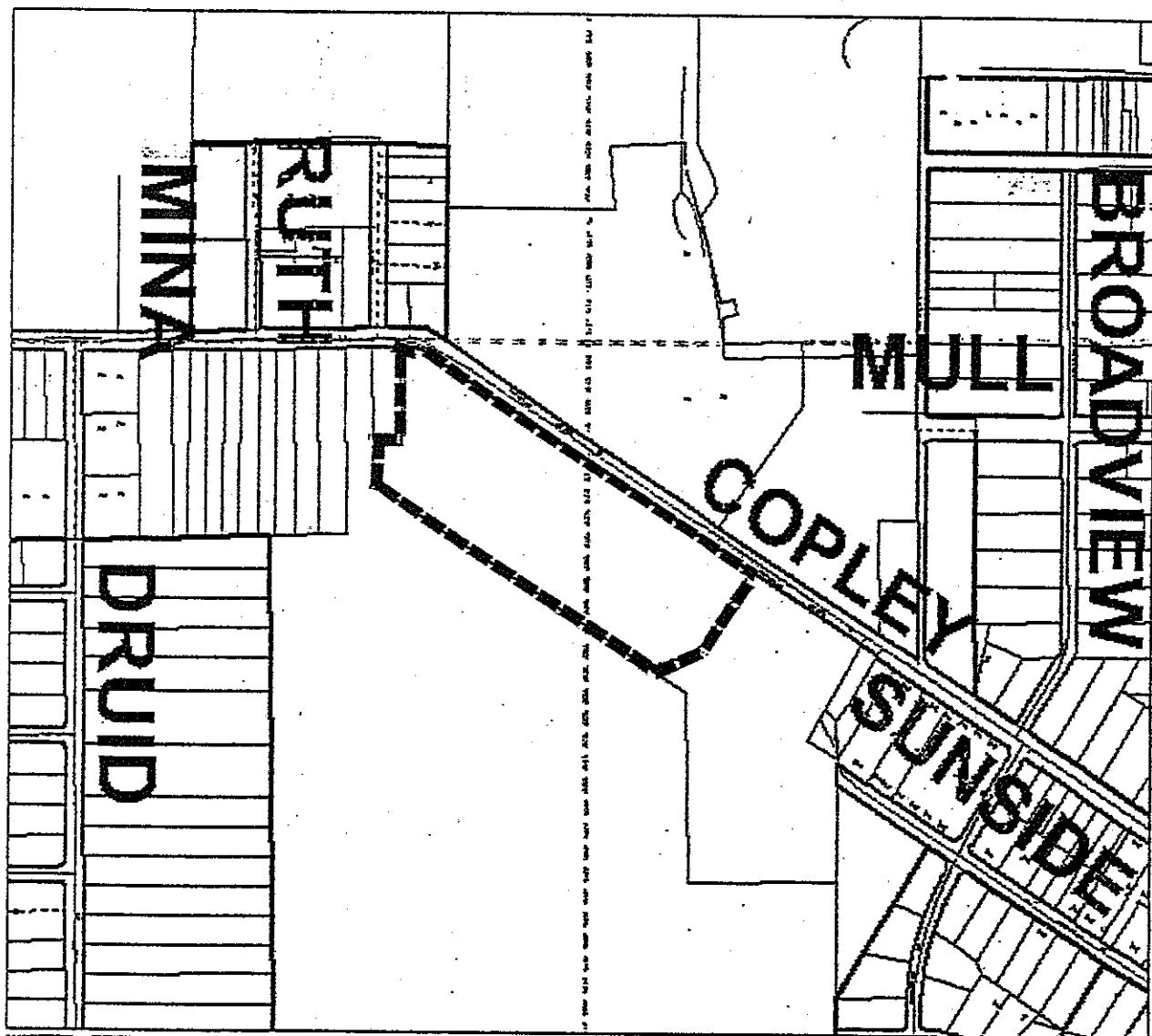
James B. McCarthy
Auditor



|||||| Add to JEDD
Chamberlain Group Parcel
762 S. Cleveland-Massillon Road

Public Access Web Service
[Go Back to PAWS CAMA](#)

FORMER 3M PROPERTY
COPLEY ROAD

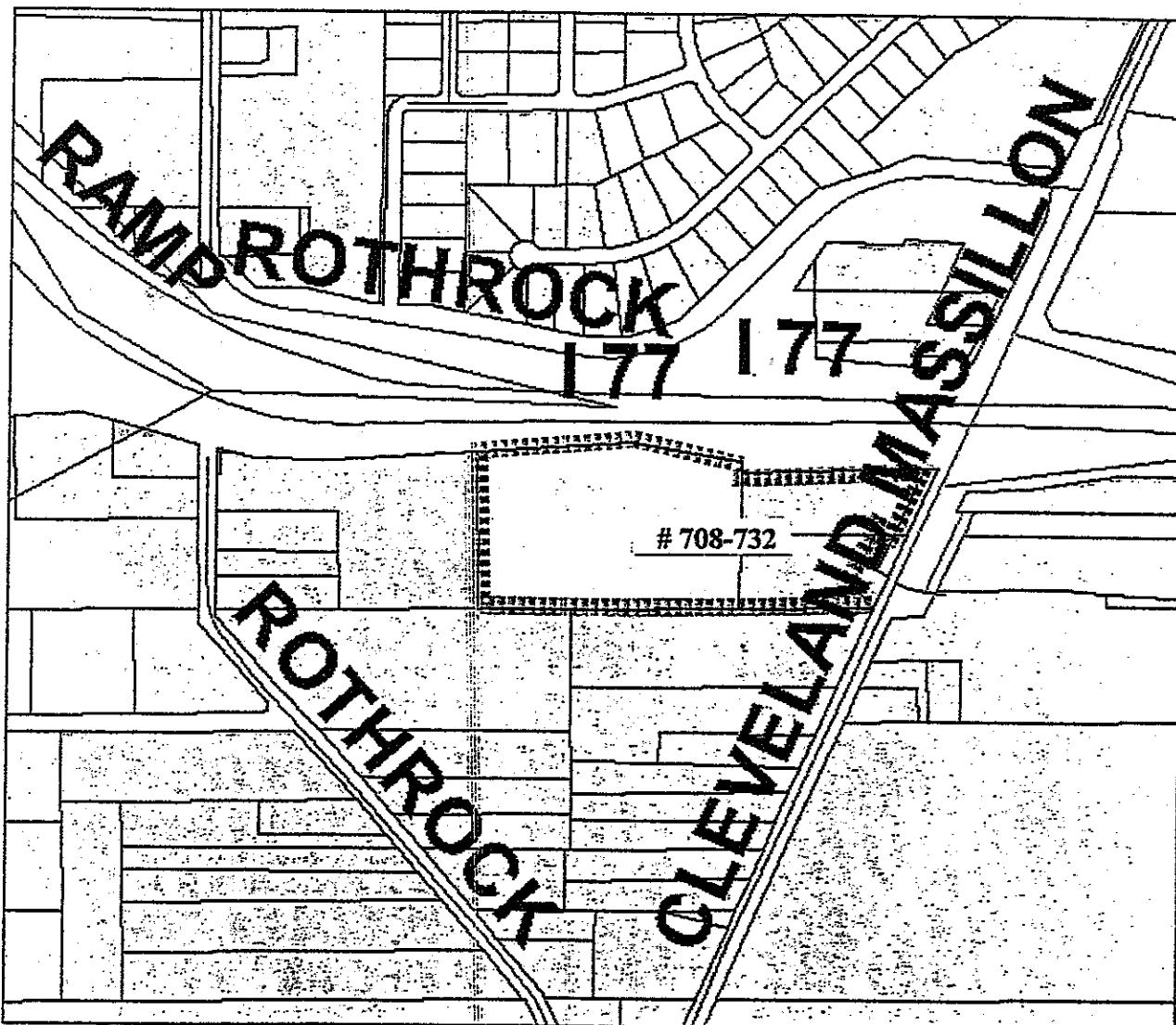


■■■■■ Add to JEDD

Former 3 M Property

▲
NORTH

SUMMIT COUNTY P.A.W.S.* MAPS



Selected Parcel ALTID is CP0001001014000

James B. McCarthy
Auditor

***** Add to JEDD

S. & H. Investment Parcel
708-732 S. Cleveland-Massillon Road



* - Public Access Web Service
[Go Back to PAWS CAMA](#)

September 14, 2004

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT made and entered into on this 9th day of November, 2004 by and between the City of Akron (Akron) duly authorized by Ordinance No. 545-2003 and the Township of Copley (Copley) duly authorized by Resolution No. 2004-08.

WHEREAS, Akron and Copley entered into a Joint Economic Development District (JEDD) Contract (Contract) on July 21, 1994, and amended said Contract on March 5, 1999 and December 31, 2003, and

WHEREAS, Section 5 of the said Contract allows Akron and Copley to amend said Contract by adding property within Copley to the Copley-Akron JEDD, and

WHEREAS, the owners of six (6) parcels of property at 600, 612, 624, and 640 S. Cleveland-Massillon Road, 511 Rothrock Road, and Lot 13 west of S. Cleveland-Massillon Road as outlined in the attached Exhibit A, which is incorporated herein by reference and made a part hereof as if the same be rewritten herein have requested that their properties be added to the Copley-Akron JEDD, and

WHEREAS, the Akron City Council, Copley Township Board of Trustees, and the Copley-Akron JEDD Board of Directors have approved said requests.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed to amend the Copley-Akron JEDD Contract as follows:

Section 1. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to add the properties outlined in Exhibit A and as described respectively on the attached Exhibits B-1, B-2, B-3, B-4, B-5 and B-6 which are incorporated herein by reference and made a part hereof as if the same be rewritten herein.

Section 2. Except as hereby modified and revised all terms, covenants and conditions of the Contract as previously amended shall continue in full force and effect.

IN WITNESS WHEREOF, on the date first written above, Akron and Copley have caused this Third
Amendatory Agreement to be executed by their duly authorized officials.

Signed as to the City
in the presence of:

Shawanna C. dwalt

Name

CITY OF AKRON

By

Donald L. Plusquellec

Donald L. Plusquellec, Mayor

Linda M. Thompson

Name

(Witnesses as to the City)

Signed as to the Township
in the presence of:

TOWNSHIP OF COPLEY

Name

By

Helen Humphrys

Helen Humphrys, Trustee

Name

By

Patrick Fick

Patrick Fick, Trustee

Name

Name _____

By _____

Scott Dressler
Scott Dressler, Trustee

Name _____

(Witnesses as to the Township)

Approved as to legal form
and correctness:

Max Rothal
Max Rothal, Director of Law _____
City of Akron

Date _____

11/9/04

Approved as to legal form
and correctness:

Irving B. Sigerman
Irving B. Sigerman, Legal Counsel
to Township of Copley

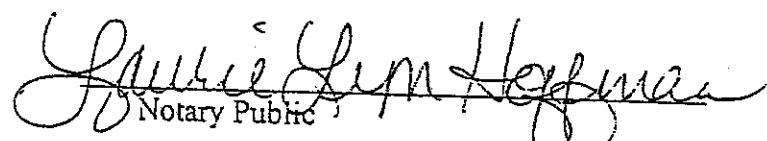
Date _____

10/26/04

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 10th day of November, 2004, before me, a Notary Public in and for said County and State, personally appeared Donald L. Plusquellie, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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


Laurie Lyn Hoffman
Notary Public

LAURIE LYN HOFFMAN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Feb. 25, 2008

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 26 day of October, 2004, before me, a Notary Public in and for said County and State, personally appeared Helen Humphrys, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township she did sign said instrument on behalf of the Township and who acknowledged that the same is her voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Township.

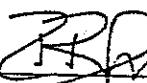
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.


Helen Humphrys
Notary Public
ATTORNEY AT LAW
My commission runs
No expiration date

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 76 day of OCTOBER, 2004, before me, a Notary Public in and for said County and State, personally appeared Patrick Fick, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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

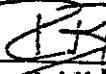

Notary Public

ATTORNEY AT LAW
My Commission #
No. EXPIRATION DATE

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 76 day of OCTOBER, 2004, before me, a Notary Public in and for said County and State, personally appeared Scott Dressler, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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


Notary Public

ATTORNEY AT LAW
My Commission #
No. EXPIRATION DATE

EXHIBIT A

SCHULTE ETAL. PROPERTIES – S. CLEVELAND-MASSILLON ROAD

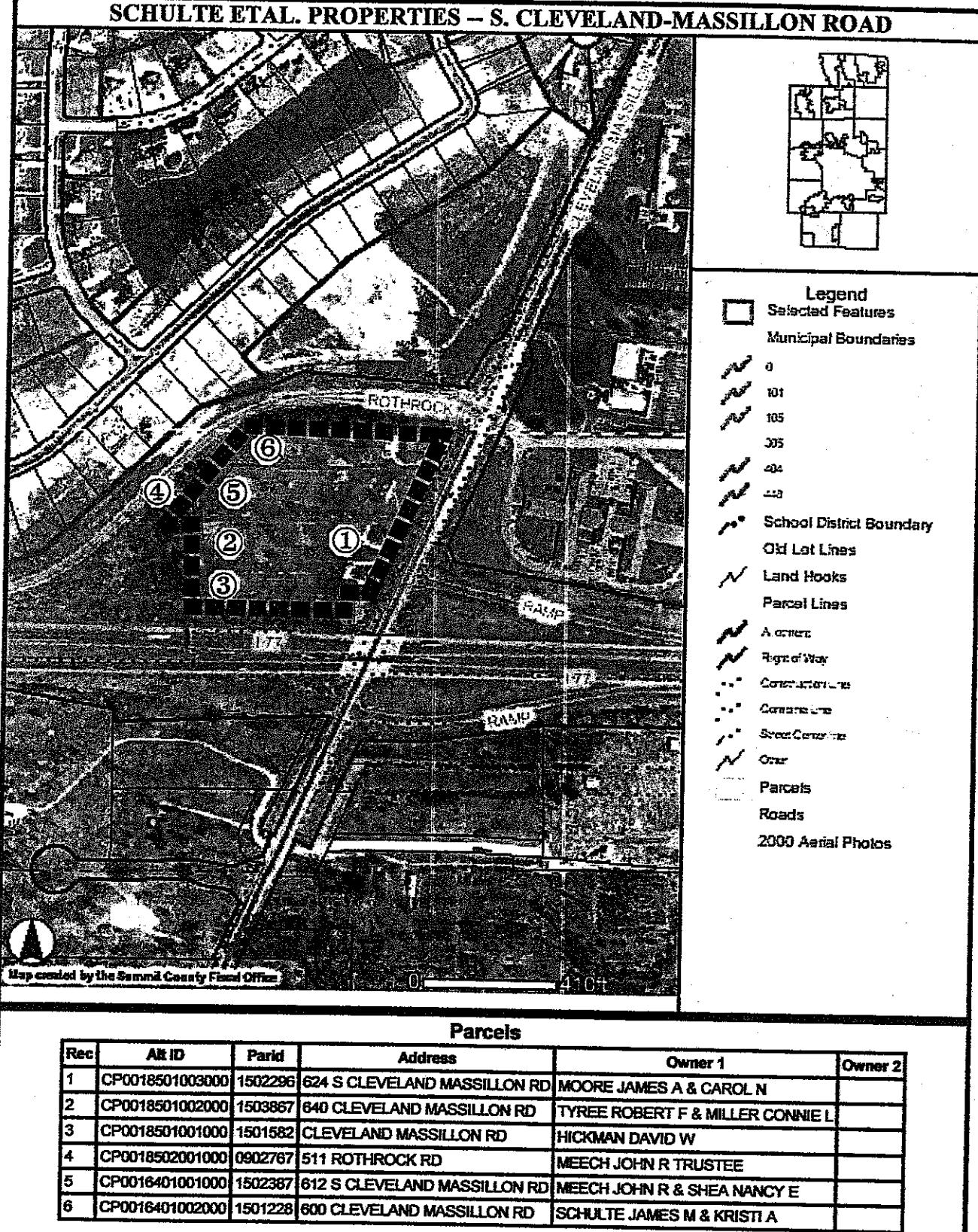
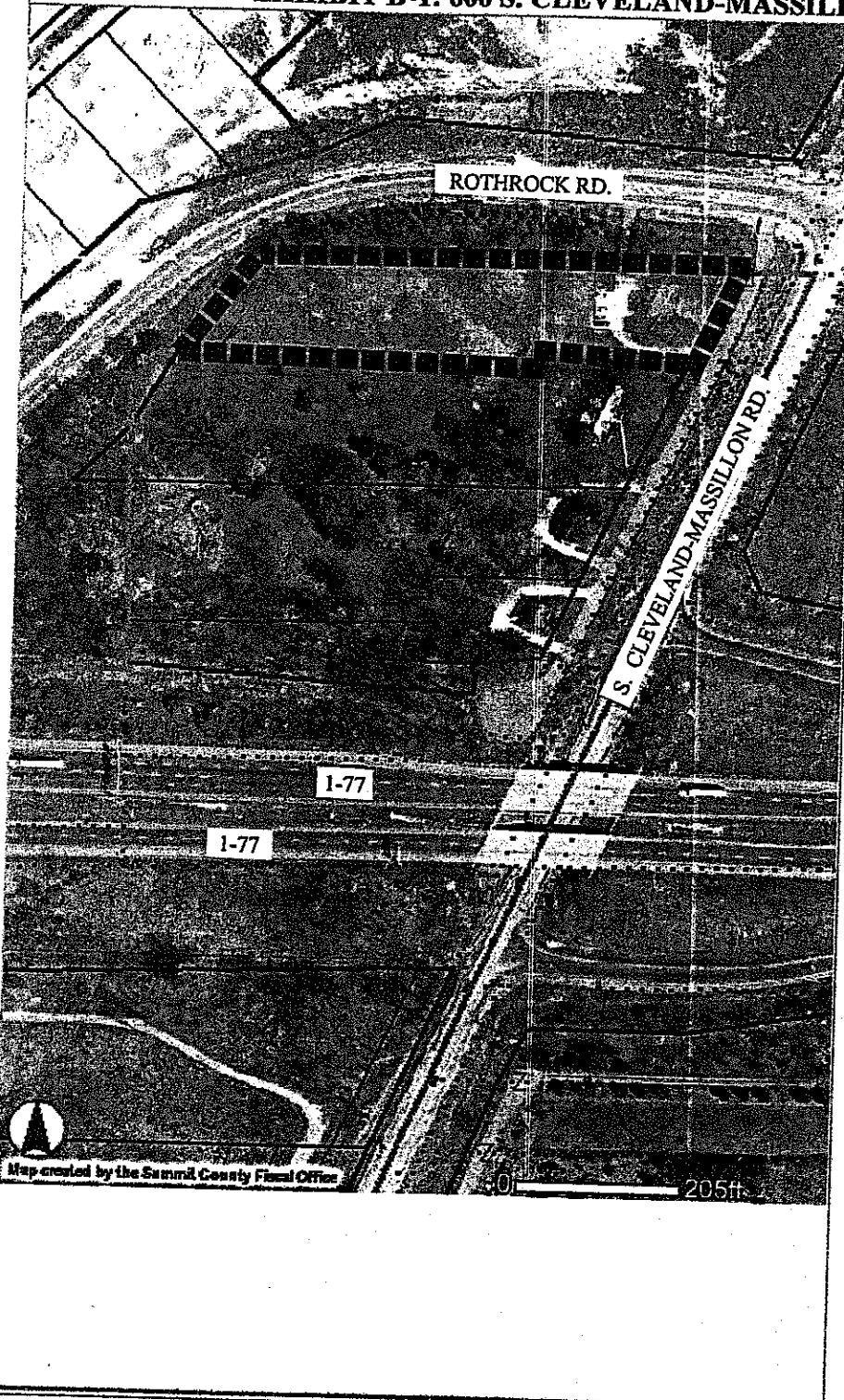


EXHIBIT B-1: 600 S. CLEVELAND-MASSILLON ROAD



Legend

- Selected Features
- Abolment Names
- Lot Descriptions
- Misc. Street Info.
- Street Names
- Municipal Boundaries
- 0
- 101
- 105
- 205
- 402
- 422
- School District Boundary
- Old Lot Lines
- Land Hooks
- Parcel Lines
- Alignment
- Right of Way
- Construction Line
- Curve Line
- Street Centerline
- Other
- Parcels
- 2000 Aerial Photos

Parcels

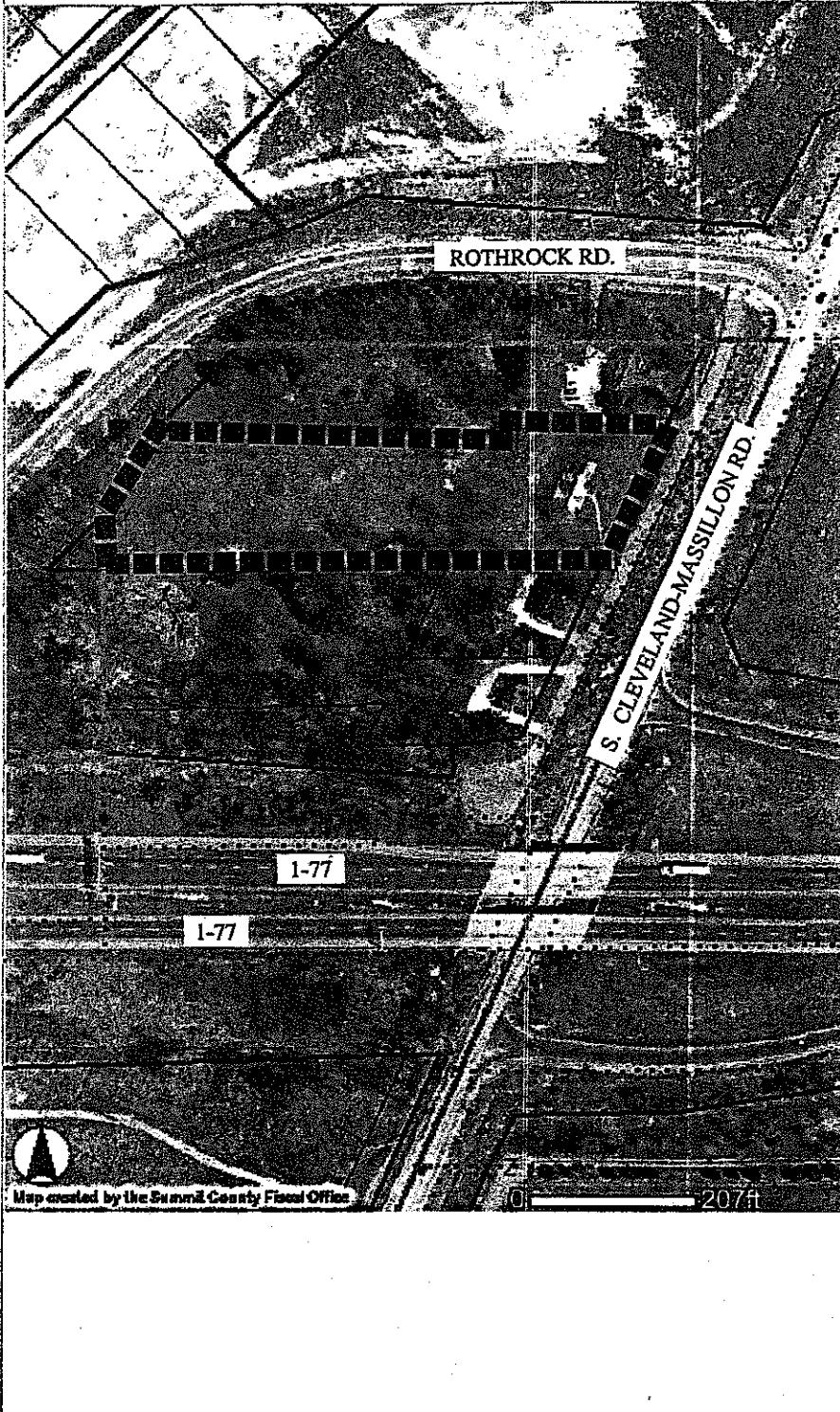
Rec	Alt ID	Parid	Address	Owner 1	Owner 2
1	CP0016401002000	1501228	600 CLEVELAND MASSILLON RD	SCHULTE JAMES M & KRISTI A	

John Donofrio, Fiscal Officer
 Greg Bachman, P.E.,P.S., County of Summit
 Engineer
 James B. McCarthy, Executive



PRINT

EXHIBIT B-2: 612 S. CLEVELAND-MASSILLON ROAD



Parcels

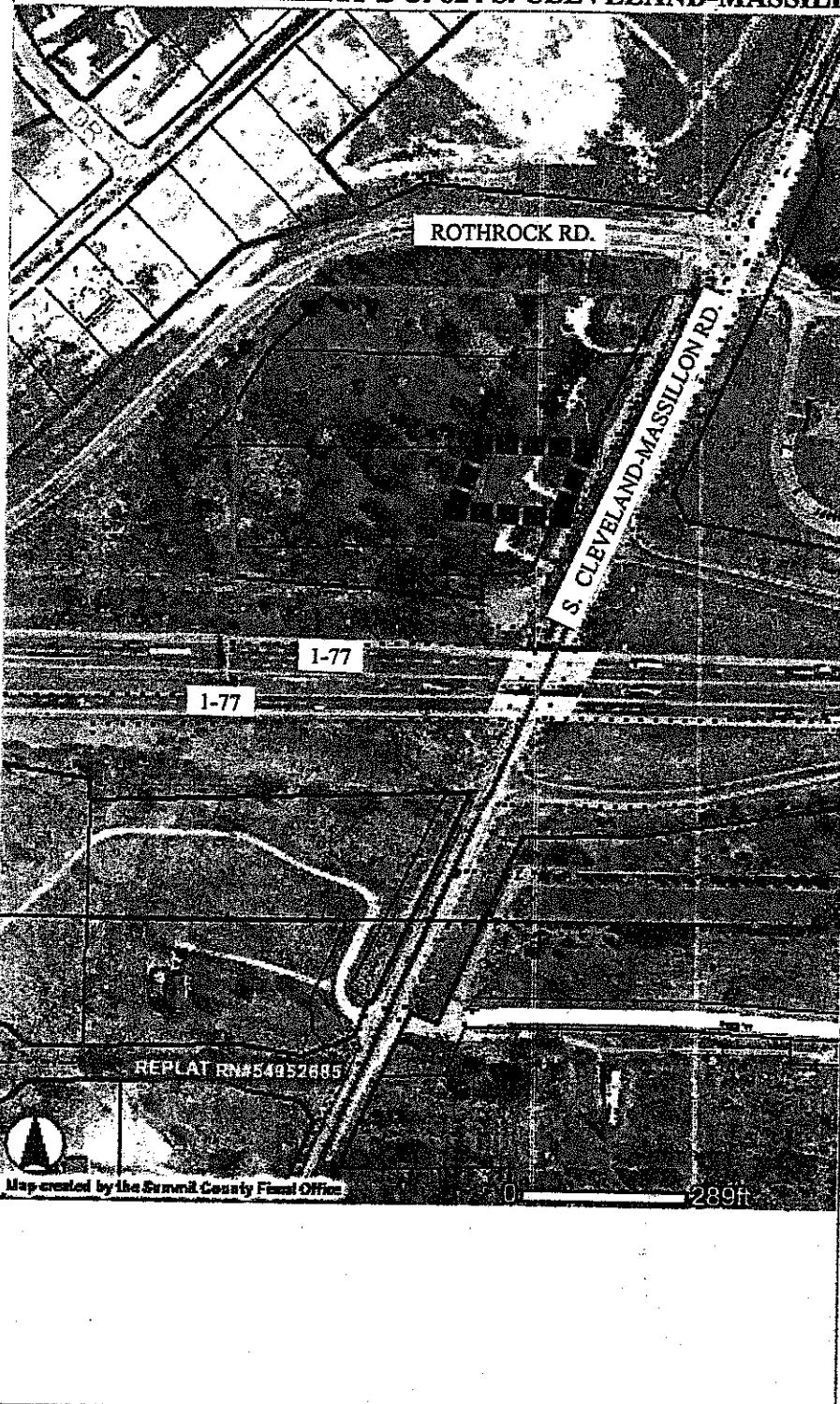
Rec	Alt ID	Parid	Address	Owner 1	Owner 2
1	CP0016401001000	1502387	612 S CLEVELAND MASSILLON RD	MEECH JOHN R & SHEA NANCY E	

John Donofrio, Fiscal Officer
 Greg Bachman, P.E., P.S., County of Summit
 Engineer
 James B. McCarthy, Executive



PRINT

EXHIBIT B-3: 624 S. CLEVELAND-MASSILLON ROAD



Legend

- Selected Features
- Aitment Names
- Lot Descriptions
- Misc. Street Info.
- Street Names
- Municipal Boundaries
- 0
- 101
- 105
- 005
- 404
- 443
- School District Boundary
- Old Lot Lines
- Land Hooks
- Parcel Lines
- Aitment
- Right of Way
- Construction
- Contour Line
- Street Centerline
- Other
- Parcels
- 2000 Aerial Photos

Parcels

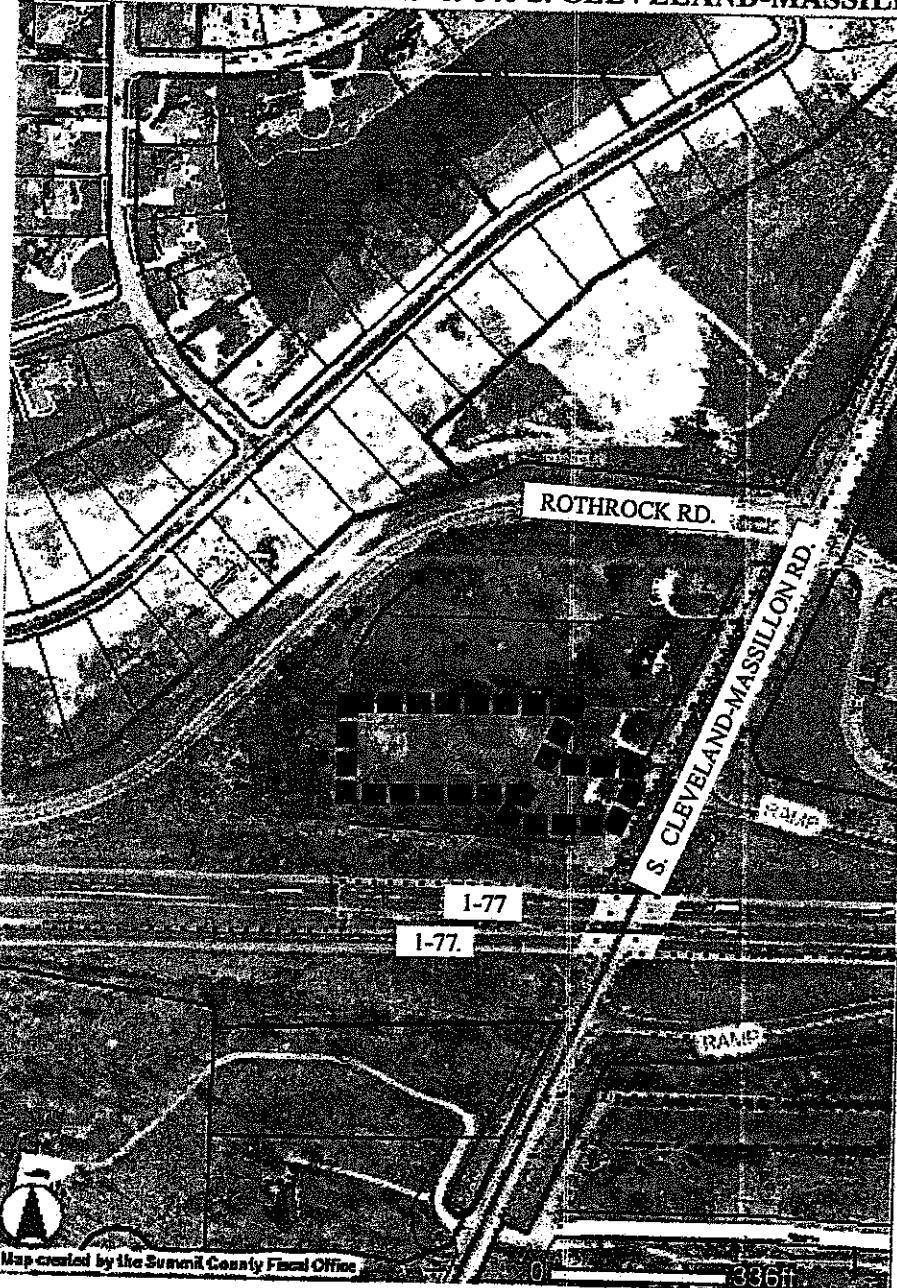
Rec	Alt ID	Parid	Address	Owner 1	Owner 2
1	CP0018501003000	1502296	624 S CLEVELAND MASSILLON RD	MOORE JAMES A & CAROL N	

John Donofrio, Fiscal Officer
 Greg Bachman, P.E., P.S., County of Summit
 Engineer
 James B. McCarthy, Executive



[PRINT](#)

EXHIBIT B-4: 640 S. CLEVELAND-MASSILLON ROAD



Legend

<input type="checkbox"/>	Selected Features
<input type="checkbox"/>	Municipal Boundaries
<input type="checkbox"/>	0
<input type="checkbox"/>	101
<input type="checkbox"/>	105
<input type="checkbox"/>	205
<input type="checkbox"/>	404
<input type="checkbox"/>	408
<input type="checkbox"/>	School District Boundary
<input type="checkbox"/>	Old Lot Lines
<input type="checkbox"/>	Land Hooks
<input type="checkbox"/>	Parcel Lines
<input type="checkbox"/>	Arteries
<input type="checkbox"/>	Rural Way
<input type="checkbox"/>	Construction
<input type="checkbox"/>	Contract Lines
<input type="checkbox"/>	Street Centerline
<input type="checkbox"/>	Other
<input type="checkbox"/>	Parcels
<input type="checkbox"/>	Roads
<input type="checkbox"/>	2000 Aerial Photos

Map created by the Summit County Fiscal Office

Parcels

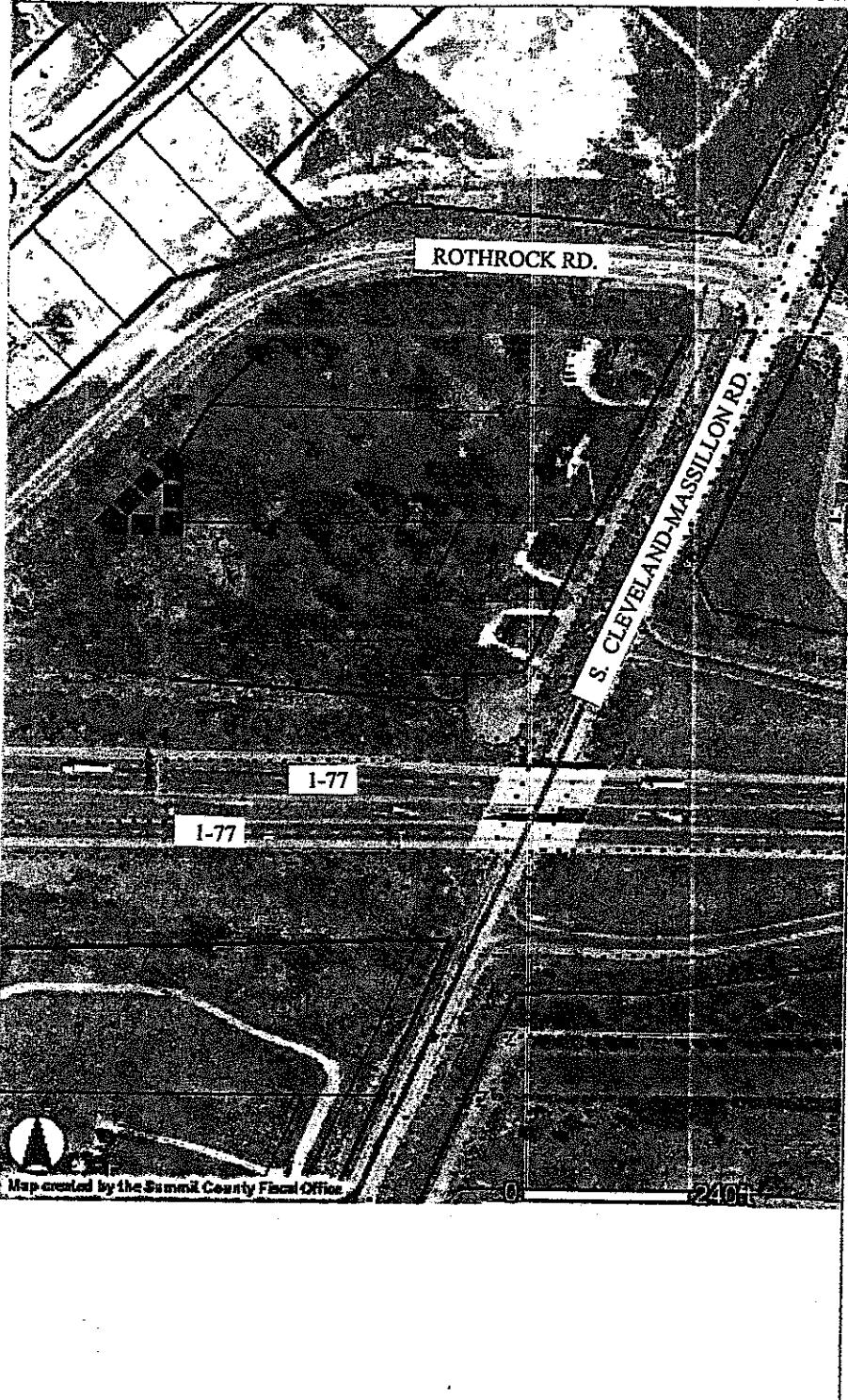
Rec	Alt ID	Parid	Address	Owner 1	Owner 2
1	CP0018501002000	1503867	640 CLEVELAND MASSILLON RD	TYREE ROBERT F & MILLER CONNIE L	

John Donofrio, Fiscal Officer
 Greg Bachman, P.E., P.S., County of Summit
 Engineer
 James B. McCarthy, Executive



[PRINT](#)

EXHIBIT B-5: 511 ROTHROCK ROAD



Legend

- Selected Features
- Abutment Names
- Lot Descriptions
- Misc. Street Info.
- Street Names
- Municipal Boundaries

0

101

105

305

402

403

School District Boundary

Old Lot Lines

Land Hooks

Parcel Lines

Alley

Right of Way

Construction

Construction

Seed Centers

Other

Parcels

2000 Aerial Photos

Map created by the Summit County Fiscal Office

Parcels

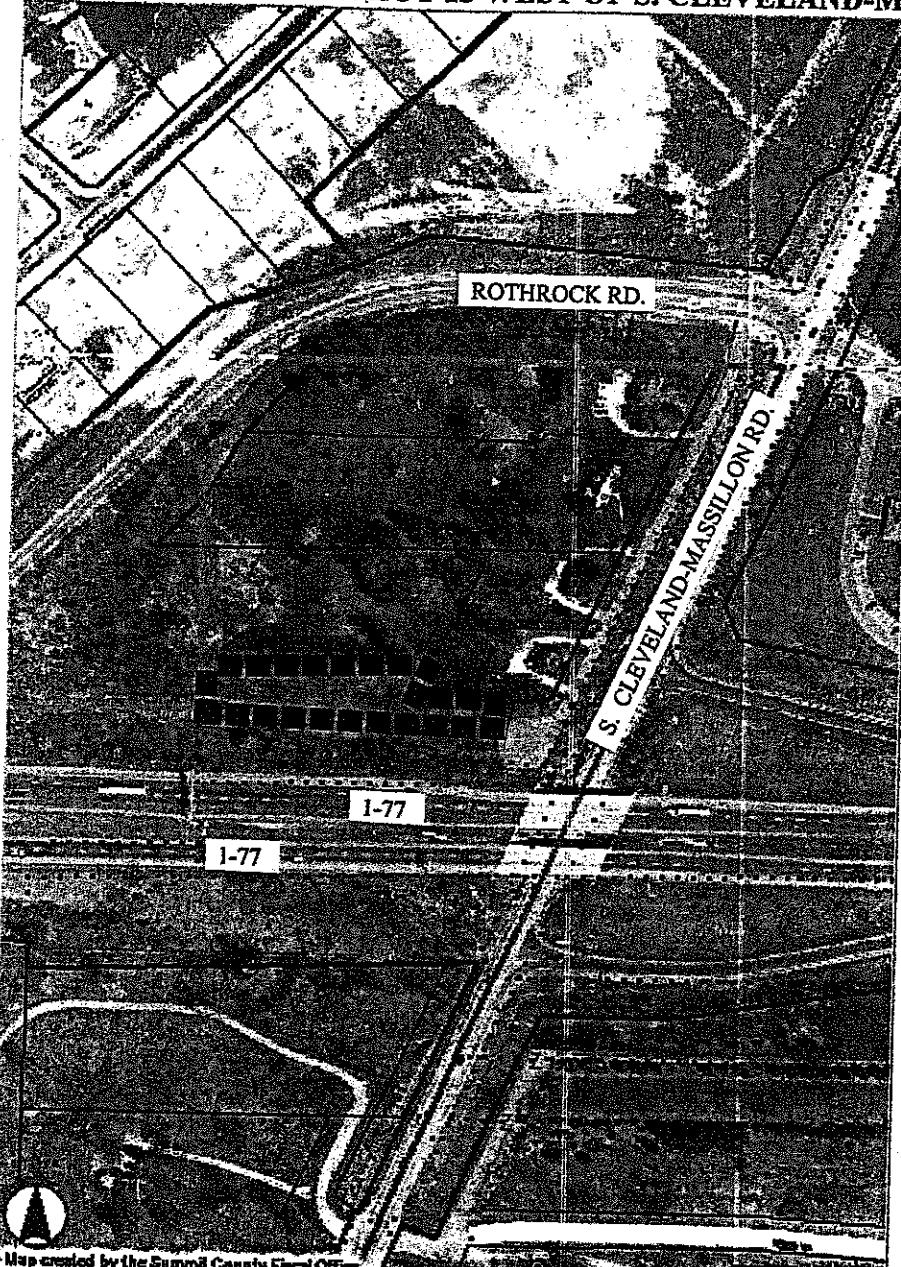
Rec	AK ID	Parid	Address	Owner 1	Owner 2
1	CP0018502001000	0902767	511 ROTHROCK RD	MEECH JOHN R TRUSTEE	

John Donofrio, Fiscal Officer
Greg Bachman, P.E., P.S., County of Summit
Engineer
James B. McCarthy, Executive



PRINT

EXHIBIT B-6: LOT 13 WEST OF S. CLEVELAND-MASSILLON ROAD



Map created by the Summit County Fiscal Office

Parcels

Rec	Alt ID	Parid	Address	Owner 1	Owner 2
1	CP0018501001000	1501582	CLEVELAND MASSILLON RD	HICKMAN DAVID W	

John Donofrio, Fiscal Officer
 Greg Bachman, P.E., P.S., County of Summit
 Engineer
 James B. McCarthy, Executive



[PRINT](#)

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT made and entered into on this 29th day of June, 2006, by and between the City of Akron (Akron) duly authorized by Ordinance No. 235-2005 and the Township of Copley (Copley) duly authorized by Resolution No. 2005-10.

WHEREAS, Akron and Copley entered into a Joint Economic Development District (JEDD) Contract (Contract) on July 21, 1994, and amended said Contract on March 5, 1999, December 31, 2003, and November 9, 2004, and

WHEREAS, Section 5 of the said Contract allows Akron and Copley to amend said Contract by adding property within Copley to the Copley-Akron JEDD, and

WHEREAS, Marmont Ltd. has requested that its property at 220 S. Cleveland-Massillon Road, as outlined in the attached Exhibit A which is incorporated herein by reference and made a part hereof as if the same be rewritten herein, be added to the Copley-Akron JEDD.

WHEREAS, the Akron City Council and Copley Township Board of Trustees have approved said request.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed to amend the Copley-Akron JEDD Contract as follows:

Section 1. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to add the property owned by Marmont Ltd. as described on the attached Exhibit A which is incorporated herein by reference and made a part hereof as if the same be rewritten herein.

Section 2. Except as hereby modified and revised all terms, covenants and conditions of the Contract as previously amended shall continue in full force and effect.

IN WITNESS WHEREOF, on the date first written above, Akron and Copley have caused this Fourth
Amendatory Agreement to be executed by their duly authorized officials.

Signed as to the City
in the presence of:

Shawanna C. Deantz
Name

CITY OF AKRON

By

DLPL
Donald L. Plusquellec, Mayor

Laurie Lynn Hopkins
Name

(Witnesses as to the City)

Signed as to the Township
in the presence of:

B. J. Smith
Name

TOWNSHIP OF COBLEY

By Helen J. Humphrys
Helen Humphrys, Trustee

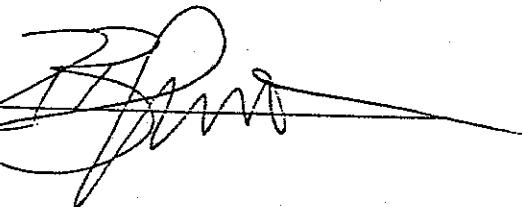
Janice L. Marshall
Name

B. J. Smith
Name

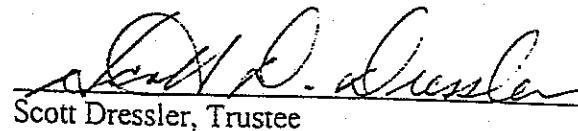
By Dale A. Panovich
Dale Panovich, Trustee

Janice L. Marshall
Name

Name



By



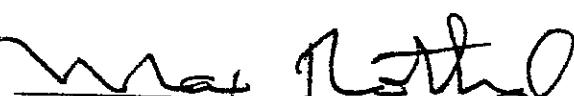
Scott Dressler, Trustee

Name

James F. Marshall

(Witnesses as to the Township)

Approved as to legal form
and correctness:



Max Rothal, Director of Law ^{MR}
City of Akron

Date

6/29/06

Approved as to legal form
and correctness:



Irving B. Sugerman, Legal Counsel
to Township of Copley

Date

04/10/06

STATE OF OHIO)
)
COUNTY OF SUMMIT)
)
) SS

On this 27th day of June 2006, before me, a Notary Public in and for said County and State, personally appeared Donald L. Plusquellec, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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

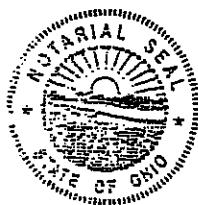
Laurie Lyn Hoffman
Notary Public

LAURIE LYN HOFFMAN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Feb. 25, 2008

STATE OF OHIO)
)
COUNTY OF SUMMIT)
)
) SS

On this 15th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared Helen Humphrys, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township she did sign said instrument on behalf of the Township and who acknowledged that the same is her voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Township.

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



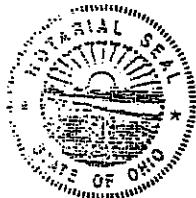
Carla Cummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/10

Carla Cummel Danes
Notary Public

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 15th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared Dale Panovich, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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



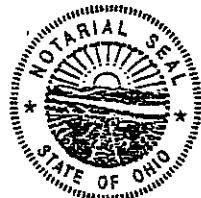
Carla Crummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/10

Carla Crummel Danes
Notary Public

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 15th day of June, 2006, before me, a Notary Public in and for said County and State, personally appeared Scott Dressler, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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



Carla Crummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/10

Carla Crummel Danes
Notary Public

Marmont Ltd. -- 220 S. Cleve-Mass. Road &
Commercial Drive

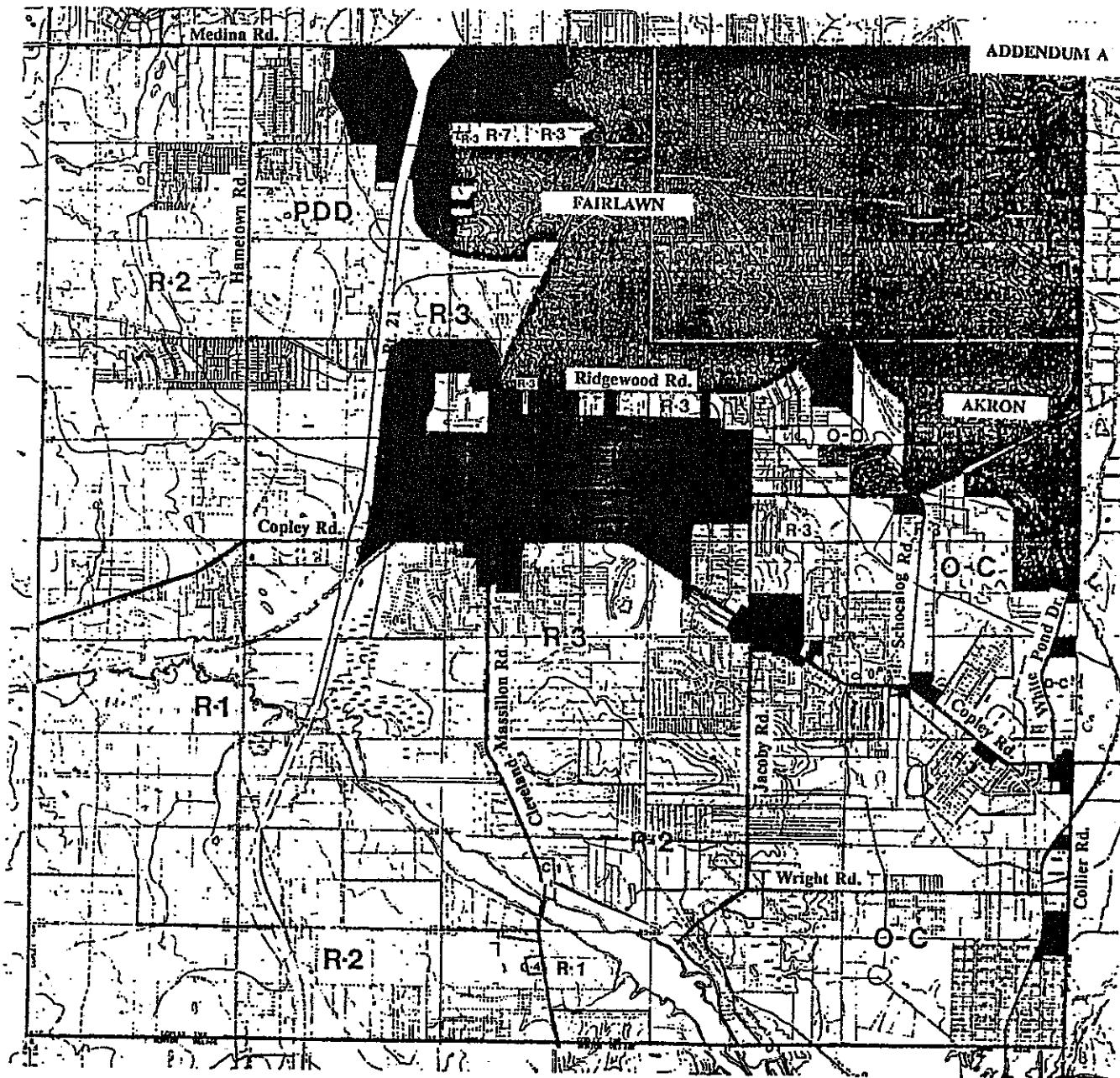
EXHIBIT A



Mayor:
Donald L. Plusquellic
Service Director:
Jerry Holland

Copyright 2003
City of Akron GIS
146 S. High St.
Akron, Oh 44309

Parcels					
Rec	Parcel #	Address	Address Range	Owner Name	Description
1	1500733	220 S CLEVELAND MASSILLON RD		MARMONT LTD	

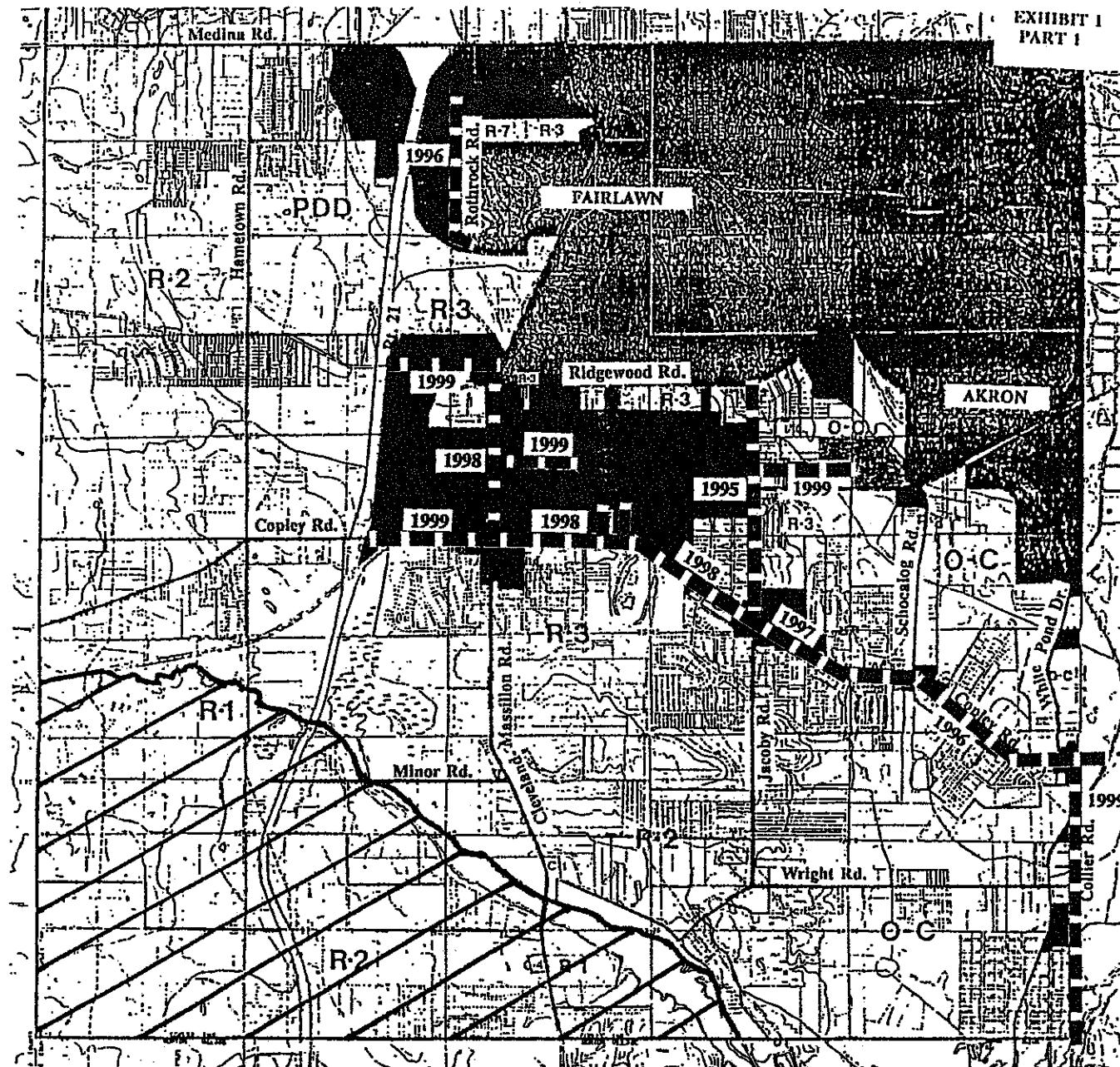


COPLEY TOWNSHIP SUMMIT COUNTY, OHIO

ZONING DISTRICTS

- R-1 Residential
- R-2 Residential
- R-3 Residential
- R-4 Residential
- R-5 Residential
- R-6 Residential
- O-C Open Space & Conservation
- PDD Planned Development District

- C-1 Local Commercial
- C-2 Office and Limited Business
- C-3 Community-Regional Commercial
- C-4 Intensive & Automobile Oriented Commercial
- C-5 Highway Interchange Commercial
- I-1 Light Industry
- I-2 Heavy Industry



COPLEY TOWNSHIP SUMMIT COUNTY, OHIO

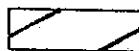
JOINT ECONOMIC
DEVELOPMENT DISTRICT

WATER MAIN

1996 WATER CONSTRUCTION YEAR



WATER PUMP STATION



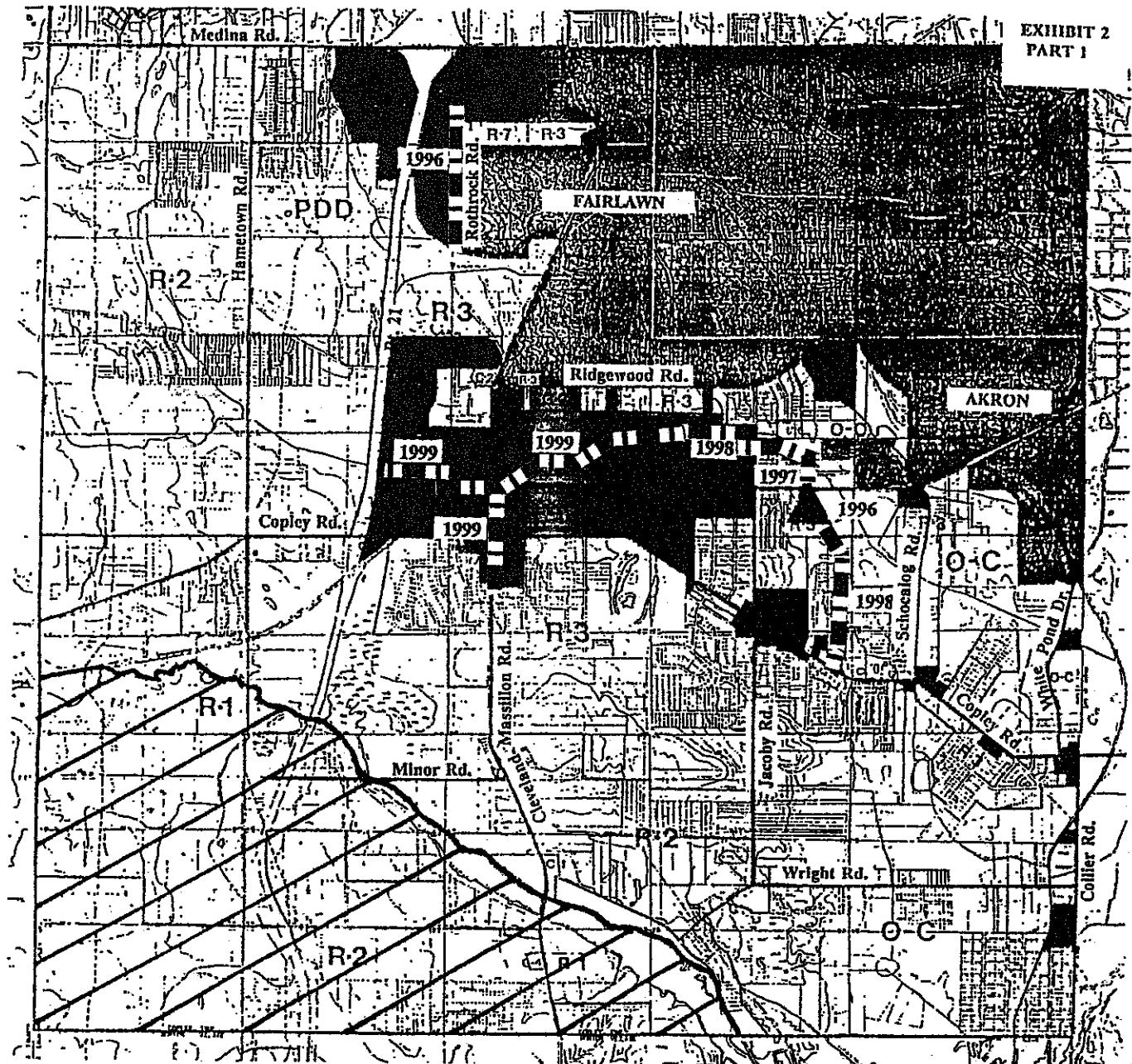
NON-SERVICE AREA

- C-1 Local Commercial
- C-2 Office and Limited Business
- C-3 Community-Regional Commercial
- C-4 Intensive & Automobile Oriented Commercial
- C-5 Highway Interchange Commercial
- I-1 Light Industry
- I-2 Heavy Industry

EXHIBIT 1
PART 2

COPELEY TOWNSHIP
WATER PROJECT BUDGET SCHEDULE (\$000)

<u>WATER PROJECTS</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>TOTAL</u>
Jacoby Rd. (Ridgewood Rd. to Copley Rd.)	481					481
Copley Rd. (Schoocalog Rd. to E. of Collier)		482				482
Rockcorth Rd. (Expressway to S. of Medina Rd.)		387				387
Copley Rd. (Jacoby Rd. to Schoocalog Rd.)			384			384
Cleveland-Massillon Rd. (Copley Rd. to Ridgewood Rd.)				327		327
Copley Rd. (Cleveland-Massillon to Jacoby Rd.)					613	613
Mina Ave. (Copley Rd. to 600' N.)				39		39
Ruth Ave. (Copley Rd. to 600' N.)				39		39
Collier Rd. (Copley Rd. to Wright Rd.)					276	276
Collier Rd. (Wright Rd. to Wadsworth Rd.)						
Copley Rd. (Cleveland-Massillon Rd.-Rte. 21)					395	395
Kibler Rd. (Jacoby to Stone Creek)					270	270
Ridgewood Rd. (Cleveland-Massillon Rd.-Rte. 21)					212	212
Sawmill Rd. (Cleveland-Massillon to east end)	481		869			237
				384		
					1018	
						189
						4331



**COPLEY TOWNSHIP
SUMMIT COUNTY, OHIO**

JOINT ECONOMIC
DEVELOPMENT DISTRICT

TRUNK SEWER

1996

SEWER CONSTRUCTION YEAR

1

SEWER PUMP STATION

1000

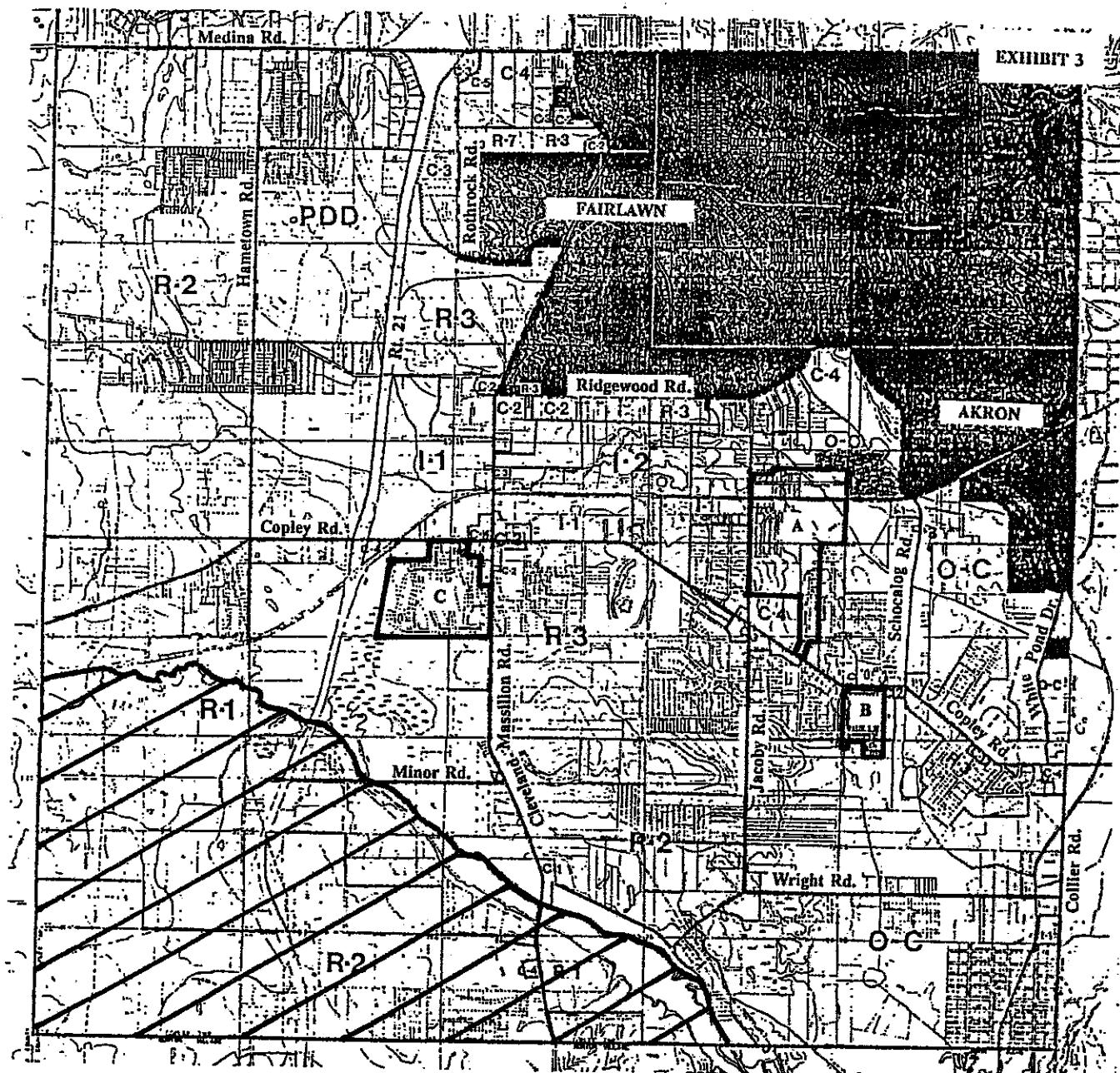
NON-SERVICE AREA

- C-1 Local Commercial
- C-2 Office and Limited Business
- C-3 Community-Regional Commercial
- C-4 Intensive & Automobile Oriented Commercial
- C-5 Highway Interchange Commercial
- I-1 Light Industry
- I-2 Heavy Industry

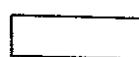
EXHIBIT 2
PART 2

COPLEY TOWNSHIP
SEWER PROJECT BUDGET SCHEDULE (\$000)

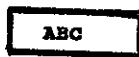
<u>SEWER PROJECTS</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>TOTAL</u>
Pigeon Creek Sewage Pump Station Design	60					60
Construction		540				540
Pigeon Creek Trunk Sewer- Phase I (Pump Station to Jacoby) Design	200			1600		200
Construction					1600	
Rothrock Rd. Sewer (Relocated Rothrock to South End) Design	70		630			70
Construction					630	
Aberth Rd. Sewer (Pump Station to Copley) Design	70			680		70
Construction					680	
Pigeon Creek Trunk Sewer - Phase II (Jacoby to R/R to Cleve-Mass)		300		1300		300
Design					1300	
Construction						2600
Pigeon Creek Trunk Sewer (Cleveland-Massillon to S.R. 21) Design	80					80
Construction						720
Cleveland-Massillon Rd. Sewer (Pigeon Creek to Copley Circle) Design	50					50
Construction						500
	<u>330</u>	<u>1540</u>	<u>1680</u>	<u>2030</u>	<u>500</u>	<u>8100</u>



COPLEY TOWNSHIP SUMMIT COUNTY, OHIO



TOWNSHIP SERVICE AREA

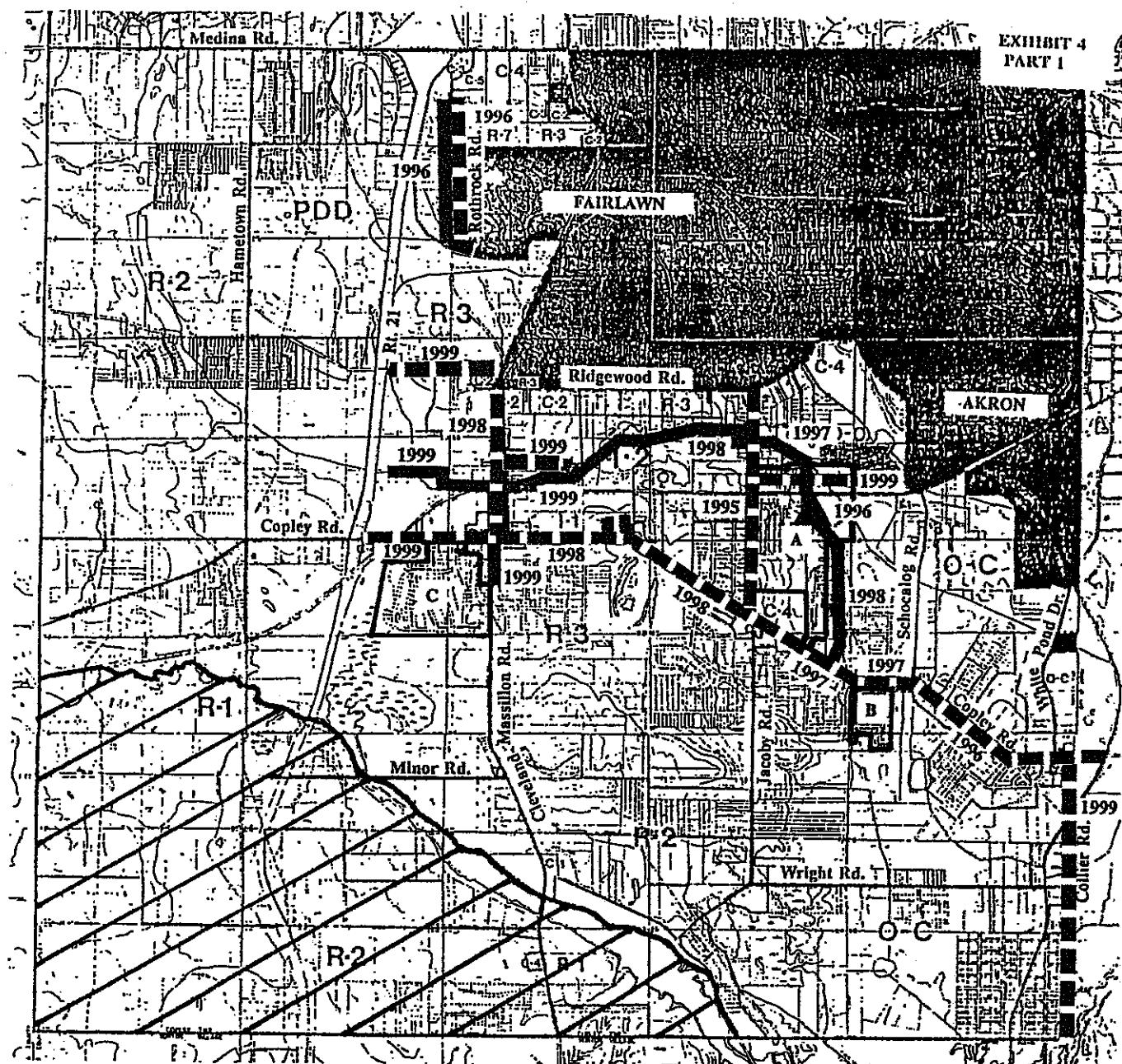


TOWNSHIP SERVICE SUBAREAS

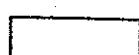


NON-SERVICE AREA

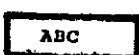
- C-1 Local Commercial
- C-2 Office and Limited Business
- C-3 Community-Regional Commercial
- C-4 Intensive & Automobile Oriented Commercial
- C-5 Highway Interchange Commercial
- I-1 Light Industry
- I-2 Heavy Industry



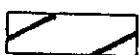
COPLEY TOWNSHIP SUMMIT COUNTY, OHIO



TOWNSHIP SERVICE AREA



TOWNSHIP SERVICE SUBAREAS



NON-SERVICE AREA



WATER MAIN



TRUNK SEWER

1996

WATER/SEWER
CONSTRUCTION YEAR



SEWER PUMP STATION

- C-1 Local Commercial
- C-2 Office and Limited Business
- C-3 Community-Regional Commercial
- C-4 Intensive & Automobile Oriented Commercial
- C-5 Highway Interchange Commercial
- I-1 Light Industry
- I-2 Heavy Industry

EXHIBIT 4
PART 2

COPLEY TOWNSHIP
WATER PROJECT BUDGET SCHEDULE (\$000)

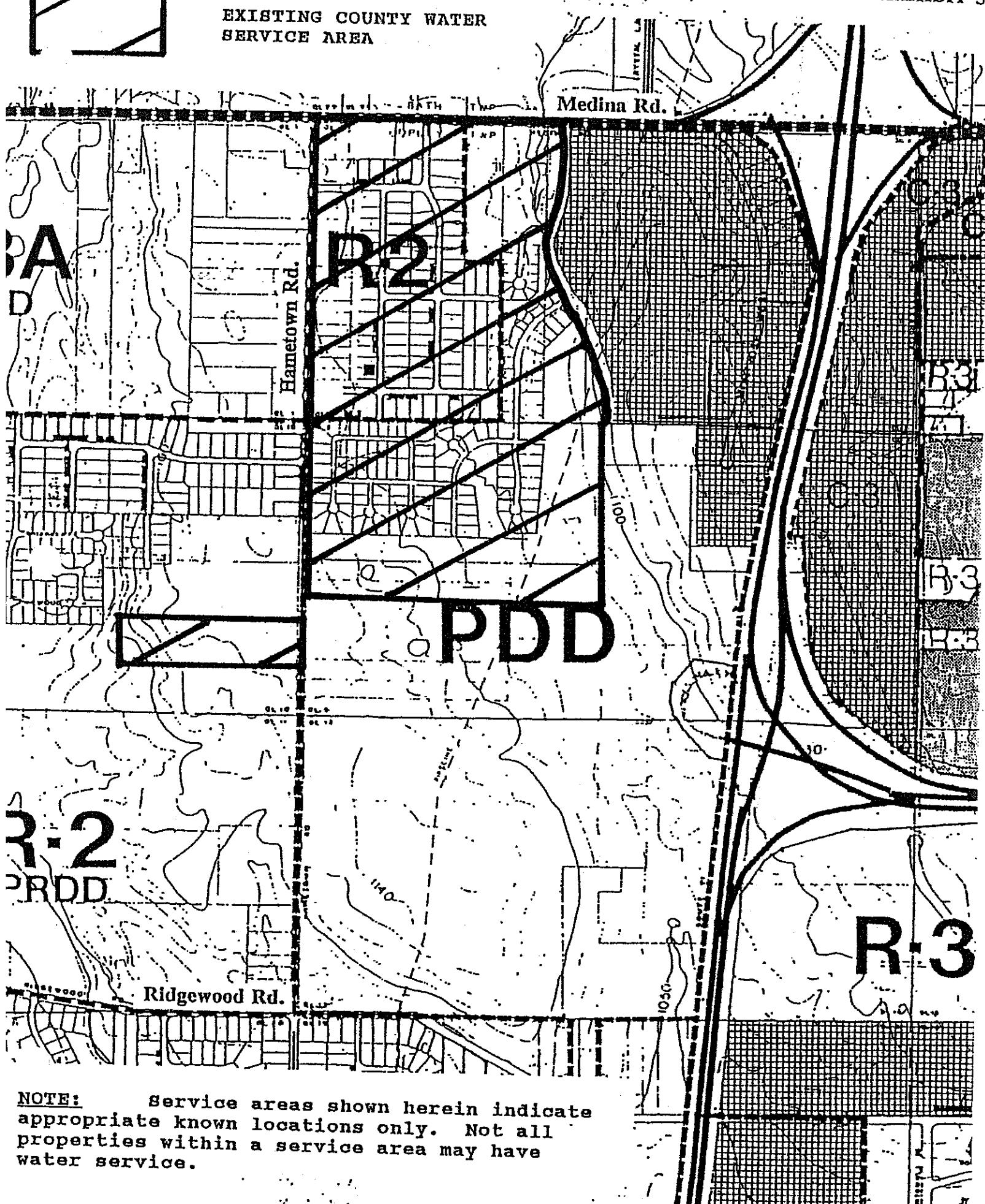
<u>WATER PROJECTS</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>TOTAL</u>
Jacoby Rd. (Ridgewood Rd. to Copley Rd.)	481					481
Copley Rd. - (Schocalog Rd. to E. of Collier)		482				482
Rockforth Rd. (Expressway to S. of Medina Rd.)	387					387
-Copley Rd. (Jacoby Rd. to Schocalog Rd.)		384				384
Cleveland-Massillon Rd. (Copley Rd. to Ridgewood Rd.)			327			327
Copley Rd. (Cleveland-Massillon to Jacoby Rd.)			613			613
Mina Ave. (Copley Rd. to 600' N.)			39			39
Ruth Ave. (Copley Rd. to 600' N.)			39			39
Collier Rd. (Copley Rd. to Wright Rd.)				276		276
Collier Rd. (Wright Rd. to Wadsworth Rd.)				395		395
Copley Rd. (Cleveland-Massillon Rd.-Rte. 21)			270			270
Kibler Rd. (Jacoby to Stone Creek)				212		212
Ridgewood Rd. (Cleveland-Massillon Rd.-Rte. 21)			237			237
Sawmill Rd. (Cleveland-Massillon to east end)	481	869	384	1018	189	4331

EXHIBIT 4
PART 3

SEWER PROJECT BUDGET SCHEDULE (\$000)

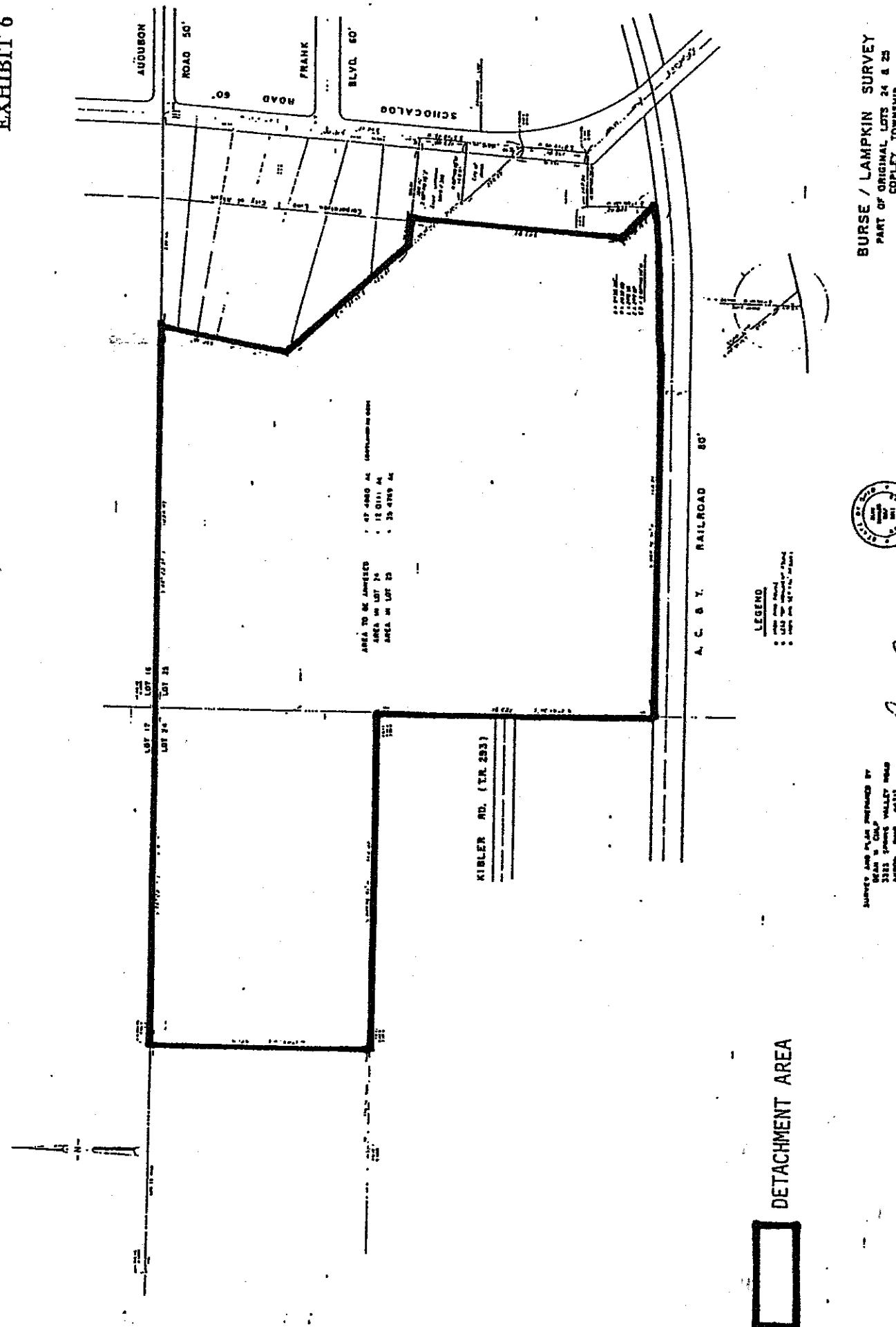
SEWER PROJECTS	1995	1996	1997	1998	1999	TOTAL
Pigeon Creek Sewage Pump Station						
Design	60					60
Construction		540				540
Pigeon Creek Trunk Sewer - Phase I (Pump Station to Jacoby)						
Design	200					200
Construction		1600				1600
Rothrock Rd. Sewer (Relocated Rothrock to South End)						
Design	70					70
Construction		630				630
Albert Rd. Sewer (Pump Station to Copley)						
Design	70					70
Construction		680				680
Pigeon Creek Trunk Sewer - Phase II (Jacoby to R/R to Cleve-Mass.)						
Design	300					300
Construction		1300				1300
Pigeon Creek Trunk Sewer (Cleveland-Massillon to S.R. 21)						
Design	80					80
Construction						720
Cleveland-Massillon Rd. Sewer (Pigeon Creek to Copley Circle)						
Design					50	50
Construction						500
	<u>330</u>	<u>1540</u>	<u>1680</u>	<u>2030</u>	<u>2520</u>	<u>8100</u>

EXISTING COUNTY WATER
SERVICE AREA



NOTE: Service areas shown herein indicate appropriate known locations only. Not all properties within a service area may have water service.

EXHIBIT 6



Planning

17C
R

Requested By _____

Offered By VALLE

ORDINANCE NO. 595 -1994 providing for approval of the Copley-Akron Joint Economic Development District Contract; and declaring an emergency.

WHEREAS, the City of Akron (the "City") and the Township of Copley (the "Township") have negotiated and intend to enter into a Copley-Akron Joint Economic District Contract (the "Contract") to create and provide for the operation of the Copley-Akron Joint Economic Development District (the "District") in accordance with Sections 715.70 and 715.71 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

NOW, THEREFORE, BE IT ENACTED by the Council of the City of Akron, County of Summit, Ohio, that:

Section 1. This Council finds and determines that (i) this Council held a public hearing concerning the Contract at 7:00 p.m. on June 20, 1994, in accordance with Section 715.71(C) of the Revised Code, (ii) 30 days' public notice of the time and place of that public hearing was provided in the Akron Beacon Journal, a newspaper of general circulation in the City, (iii) during the 30-day period prior to that public hearing, a copy of the text of the Contract together with copies of District maps and plans related to or part of the Contract were on file, for public examination, in the office of the Clerk of Council, (iv) public comment and recommendations on the proposed Contract were made pursuant to the public hearing, and (v) the Contract has been revised and is on file with the Clerk of Council.

Section 2. This Council approves the Contract now on file with the Clerk of Council and authorizes the Mayor and the Director of Law to sign the Contract.

Section 3. A copy of the text of the Contract together with copies of District maps and plans related to or part of the Contract shall remain on file in the office of the Clerk of Council.

Section 4. The Mayor is authorized, on behalf of the City, to file or cause to be filed, jointly with the Township, with the legislative authority of the County, (i) a signed copy of the Contract together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this ordinance and (iii) a signed certificate of the City that the public hearing has been held, the date of such hearing and evidence of the publication of the notice of such hearing.

Section 5. The Mayor, the Director of Law, the Director of Finance and other City officials, as appropriate, are each authorized to take such actions, or to cause such actions to be taken, on behalf of the City, including signing agreements or other instruments contemplated by the Contract or deemed necessary or appropriate by the Director of Law, in order to achieve approval of the Contract within the Township and to accomplish the purposes of this ordinance and the Contract.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the enactment of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City and for the further reason that the immediate effectiveness of this ordinance is required to provide for the filing of this ordinance in a timely manner with the County so that the approval of the Contract may be submitted to the Township electors at the November election and further that the Contract go into effect as soon as possible in order to achieve economic development and other benefits for the residents of the Township, the City and the State, and provided this ordinance receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon its adoption and approval by the Mayor; otherwise, it shall take effect and be in full force at the earliest period allowed by law.

Adopted: July 18, 1994

Vincent Cisca
Clerk of Council

Dave Hyatt
President of Council

Approved: Jul 21 1994

André Pfeiffer
Mayor

The Board of Township Trustees of the Township of Copley, County of Summit, State of Ohio, met in regular session on July 14, 1994, commencing at 7:30 o'clock, p.m., at the Copley Town Hall, Copley, Ohio, with the following members present:

Patrick Fick

William Osborn

Dale Ann Panovich

The Clerk advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Panovich moved the adoption of the following resolution:

A RESOLUTION APPROVING THE COPLEY-AKRON JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT.

WHEREAS, the City of Akron (the "City") and the Township of Copley (the "Township") have negotiated and now intend to enter into a Copley-Akron Joint Economic District Contract to create and provide for the operation of the Copley-Akron Joint Economic Development District (the "District") in accordance with Sections 715.70 and 715.71 of the Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of the Township of Copley, County of Summit, State of Ohio, that:

Section 1. This Board finds and determines that (i) this Board held a public hearing concerning the Contract at 7:30 p.m. on June 23, 1994, in accordance with Section 715.71(C) of the Revised Code, (ii) 30 days' public notice of the time and place of that public hearing was provided in the Akron Beacon Journal, a newspaper of general circulation in the Township, (iii) during the 30-day period prior to that public hearing, a copy of the text of the Contract together with copies of District maps and plans related to or part of the Contract were on file, for public examination, in the office of the Clerk, (iv) public comment and recommendations on the proposed Contract were made pursuant to the public hearing, and (v) the Contract has been revised and is on file with the Clerk.

Section 2. This Board approves the Copley-Akron Joint Economic District Contract (the "Contract") now on file with the Clerk. The Contract shall be signed by the Township Trustees on behalf of the Township. This resolution shall be submitted for approval by the electors of the Township at an election to be held in the Township.

Section 3. A copy of the text of the Contract together with copies of District maps and plans related to or part of the Contract shall remain on file in the office of the Clerk.

Section 4. The Clerk is authorized, on behalf of the Township, to file or cause to be filed, jointly with the City, with the legislative authority of the County, (i) a signed copy of the Contract together with copies of District maps and plans related to or part of the Contract, (ii) a certified copy of this resolution and (iii) a signed certificate of the Township that the public hearing has been held, the date of such hearing and evidence of the publication of the notice of such hearing. The County is hereby requested to file this resolution with the Board of Elections with the direction to submit this resolution to the electors of the Township for approval at the election to be held on November 8, 1994, in accordance with Section 715.71(E) of the Revised Code.

Section 5. The Township Trustees, the Clerk and other Township officials, as appropriate, are each authorized to take such actions, or to cause such actions to be taken, on behalf of the Township, including signing agreements or other instruments contemplated by the Contract or deemed necessary or appropriate, in order to achieve approval of the Contract within the Township and to accomplish the purposes of this resolution and the Contract.

Section 6. This Board 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This resolution shall be in full force and effect from and immediately upon its adoption.

Fick seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

Patrick Fick aye Jeffrey Delbar aye
Dale Ann Panovich aye

The foregoing is a true and correct excerpt from the minutes of the meeting on July 14, 1994, of the Board of Township Trustees of the Township of Copley, showing the adoption of the resolution hereinabove set forth.

Clerk, Board of Township Trustees
Township of Copley, Ohio

I hereby certify that the foregoing is a true and correct copy of Resolution 94-31 as taken from the records on file in the office of the Township Clerk.

Dale Ann Panovich
Township Trustee

CERTIFICATE

On behalf of the City of Akron, Ohio (the "City"), the undersigned, Mayor of the City and Clerk of Council of the City, hereby certify in connection with the Copley-Akron Joint Economic Development District Contract (the "Contract") as follows:

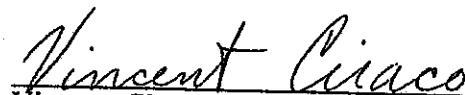
1. A public hearing (as provided for in Section 715.71 (C) of the Revised Code) concerning the Contract has been held by the City Council.
2. Such public hearing was held at 7:00 p.m. on June 20, 1994, in Council Chambers at the Municipal Building in the City.
3. Public notice of the time and place of the public hearing was published in the Akron Beacon Journal, a newspaper of general circulation in the City, on May 18, 1994, providing at least 30 days notice prior to such public hearing; the affidavit of that newspaper, as evidence of the publication of the notice of such public hearing, is attached as Exhibit A hereto and made a part hereof.

CITY OF AKRON, OHIO

Dated July 24, 1994



Don Plusquellec, Mayor



Vincent Ciraco
Vincent Ciraco, Clerk of Council

EXHIBIT A

which contract is on file with the Clerk of Akron City Council;

Persons with disabilities needing assistance are asked to contact Richard Johnson, Office of the ADA Coordinator, 166 South High Street, Akron, Ohio 44308, 375-2189 (voice), 375-2245 (TDD), at least seven (7) days in advance.

VINCENT CIRACO
Clerk of Council

NOTICE IS HEREBY GIVEN OF A PUBLIC HEARING OF AKRON CITY COUNCIL TO BE HELD ON MONDAY, JUNE 20, 1994 AT 7:00 p.m. IN COUNCIL CHAMBERS, THIRD FLOOR, MUNICIPAL BUILDING, 166 SOUTH HIGH STREET, AKRON TO CONSIDER THE FOLLOWING:

1) Approval of the Copley-Akron Joint Economic Development District Contract proposed to be entered into between the City of Akron and Copley Township which contract is on file with the Clerk of Akron City Council; 2) Approval of the Coventry-Akron Joint Economic Development District Contract proposed to be entered into between the City of Akron and Coventry Township which contract is on file with the Clerk of Akron City Council; 3) Approval of the Springfield-Akron Joint Economic Development District Contract proposed to be entered into between the City of Akron and Springfield Township.

Form L1—
FM-02-105

THE STATE OF OHIO
SUMMIT COUNTY, ss. }

I, *Kimberly Sharp*, clerk of

THE BEACON JOURNAL PUBLISHING COMPANY, publishers of THE AKRON BEACON JOURNAL, on oath, say that the notice hereunto annexed has been published ONE TIME on the *18th May 94*, in said paper printed and published in the City of Akron, County of Summit, State of Ohio, and of general circulation therein. That said newspaper had a bona-fide circulation of more than twenty-five thousand (25,000) at the time the advertisement was published, and the price charged in the attached bill for same does not exceed the rates charged for like amount of space to other advertisers who advertise in its general display advertising columns.

SIGNED *Kimberly Sharp*

Sworn to before me, and subscribed in my presence, this *20 July 1994*.
John H. Keifer

Notary Public, Summit County, Ohio

My Commission Expires *Jan. 10, 1995*

Printer's Fee -----

Affidavit -----

Total -----

CERTIFICATE

On behalf of the Township of Copley (the "Township"), the undersigned, Township Trustees, hereby certify in connection with the Copley-Akron Joint Economic Development District Contract (the "Contract") as follows:

1. A public hearing (as provided for in Section 715.71 (C) of the Revised Code) concerning the Contract has been held by the Board of Township Trustees.
2. Such public hearing was held at 7:30 p.m. on June 23, 1994, in Township Chambers at the Town Hall in the Township.
3. Public notice of the time and place of the public hearing was published in the Akron Beacon Journal, a newspaper of general circulation in the Township, on May 19, 1994, providing at least 30 days notice prior to such public hearing; the affidavit of that newspaper, as evidence of the publication of the notice of such public hearing, is attached as Exhibit A hereto and made a part hereof.

Dated July 21 1994

TOWNSHIP OF COPLEY, OHIO

Patrick J. Slick
Trustee

William E. Davis
Trustee

EXHIBIT A

THE STATE OF OHIO
SUMMIT COUNTY, ss.

I, John Doe, clerk of

THE BEACON JOURNAL PUBLISHING COMPANY, publishers of THE AKRON BEACON JOURNAL, on oath, say that the notice hereunto annexed has been published ONE TIME on the.....^{19th} day of.....^{May}....., 19....., in said paper printed and published in the City of Akron, County of Summit, State of Ohio, and of general circulation therein. That said newspaper had a bona-fide circulation of more than twenty-five thousand (25,000) at the time the advertisement was published, and the price charged in the attached bill for same does not exceed the rates charged for like amount of space to other advertisers who advertise in its general display advertising columns.

SIGNED

Sworn to before me, and subscribed in my presence, this 26th day of January, 1994

Notary Public, Summit County, Ohio

My Commission Expires 02/18/1995

Printer's Fee - - - \$7.50

Affidavit

Total ----- 87.50

RECEIPT

The undersigned, Clerk of Council of the County of Summit, Ohio, acknowledges receipt on the date hereof of the following documents in connection with the Copley-Akron Joint Economic Development District Contract (the "Contract") relating to the Copley-Akron Joint Economic Development District (the "District"):

1. A signed copy of the Contract, together with copies of District maps and plans relating to or part of the Contract.
2. A certified copy of Ordinance No. 595-1994 enacted by Council of the City of Akron on July 18, 1994, and a certified copy of Resolution No. 94-31 adopted by the Board of Township Trustee of Copley Township on July 14, 1994, both such Ordinance and Resolution relating to the District and the Contract.
3. A Certificate of each of the City of Akron and the Township of Copley that the public hearings provided for in Section 715.71 (C) of the Revised Code have been held, the date of such hearings, and evidence of publication of the notice of such hearings as set forth in that Certificate.

The above documents have been placed on file with the Council of the County of Summit, Ohio on the date hereof.

Dated July 22, 1994

Legislative Affairs
Clerk of Council
County of Summit, Ohio

1994 JUL 22 P 2:41



DEPARTMENT OF PLANNING & URBAN DEVELOPMENT / 166 South High St. / 405 Municipal Building / 44308
Warren L. Woolford, Director / (330) 375-2770
Comprehensive Planning (330) 375-2090 • Fax: (330) 375-2387 • www.ci.akron.oh.us/planning

Donald L. Plusquellic
Mayor

November 1, 2006

Peggy Spraggins
Copley Township Administrator
1540 S. Cleveland-Massillon Road
Akron, Ohio 44321-1998

**RE: Copley-Akron JEDD Contract
Fifth Amendatory Agreement**

Dear Peggy:

Attached for your files is a fully executed original amendatory agreement to the JEDD Contract. This agreement adds the new Fire Station property at 4750 Medina Road to the JEDD effective September 11, 2006.

Thank you for your assistance on this matter. If you have any questions, please call me at (330) 375-2090.

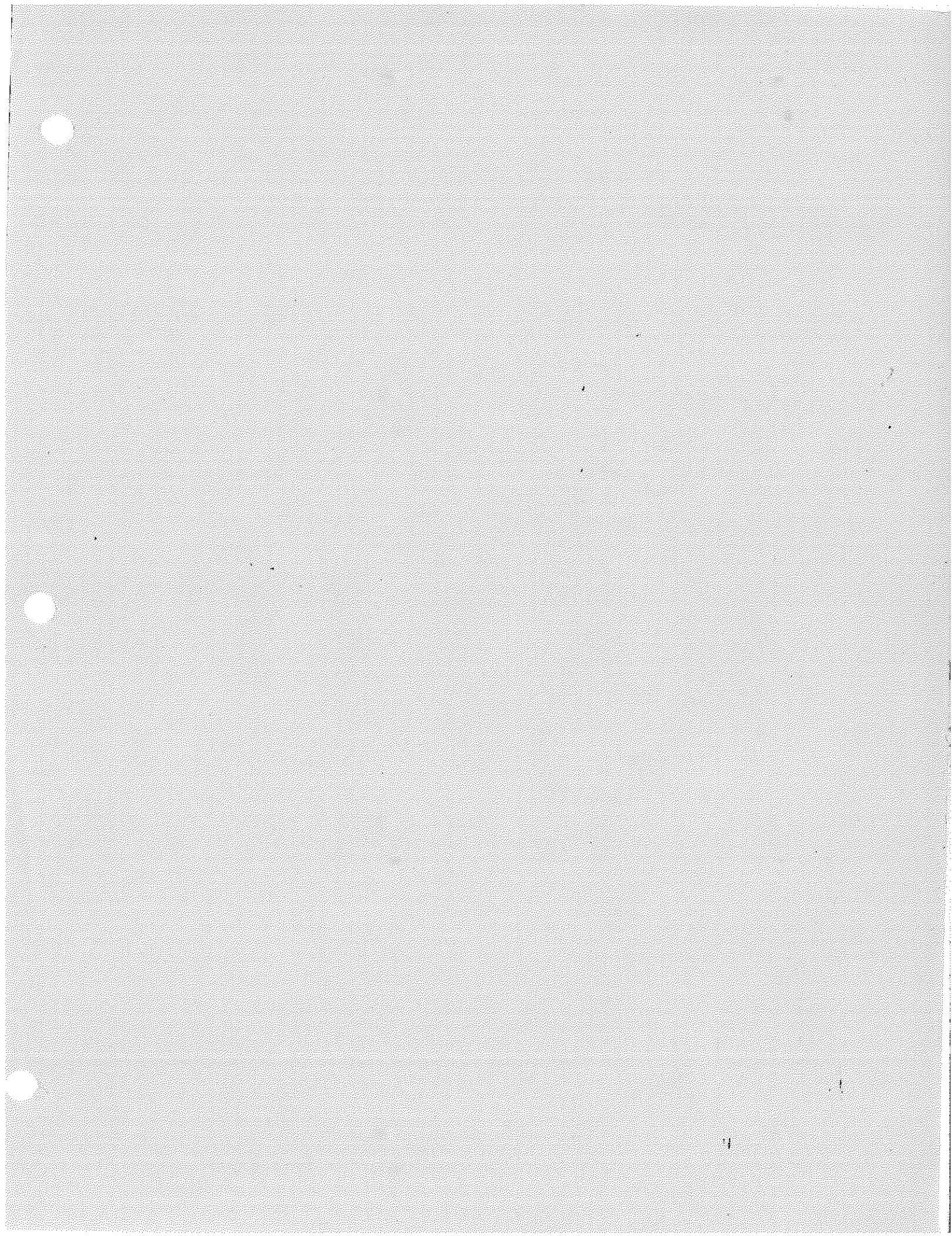
Sincerely,

Dave Moore

David Moore
Department of Planning & Urban Development

DM/s
Attachments

cc: George Bozeka



FIFTH AMENDATORY AGREEMENT

THIS FIFTH AMENDATORY AGREEMENT made and entered into on this 11th day of September, 2006, by and between the City of Akron (Akron) duly authorized by Ordinance No. 400-2006 and the Township of Copley (Copley) duly authorized by motion of the Copley Township Board of Trustees passed on November 14, 2005 as cited in the Board's Record of Proceedings.

WHEREAS, Akron and Copley entered into a Joint Economic Development District (JEDD) Contract (Contract) on July 21, 1994, and amended said Contract on March 5, 1999, December 31, 2003, November 9, 2004, and June 29, 2006; and

WHEREAS, Section 5 of the said Contract allows Akron and Copley to amend said Contract by adding property within Copley to the Copley-Akron JEDD, and

WHEREAS, the Copley Township Board of Trustees have requested that its property at 4570 Medina Road, as outlined in the attached Exhibit A which is incorporated herein by reference and made a part hereof as if the same be rewritten herein, be added to the Copley-Akron JEDD.

WHEREAS, the Akron City Council and Copley Township Board of Trustees have approved said request.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is hereby agreed to amend the Copley-Akron JEDD Contract as follows:

Section 1. The territorial boundaries of the Copley-Akron JEDD as described in Addendum A of the Contract are amended to add the property owned by the Copley Township Board of Trustees at 4570 Medina Road as described on the attached Exhibit A which is incorporated herein by reference and made a part hereof as if the same be rewritten herein.

Section 2. Except as hereby modified and revised all terms, covenants and conditions of the Contract as previously amended shall continue in full force and effect.

IN WITNESS WHEREOF, on the date first written above, Akron and Copley have caused this Fifth Amendatory Agreement to be executed by their duly authorized officials.

Signed as to the City
in the presence of:

Shawanna C. Dwork
Name

CITY OF AKRON

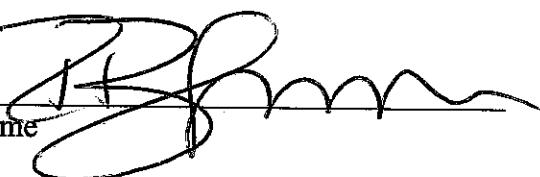
By

Donald L. Plusquellec
Donald L. Plusquellec, Mayor

Linda M. Thompson
Name

(Witnesses as to the City)

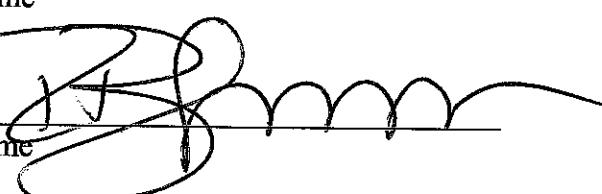
Signed as to the Township
in the presence of:

Janice L. Marshall
Name


TOWNSHIP OF COBLEY

By

Helen J. Humphrys
Helen Humphrys, Trustee

Janice L. Marshall
Name


By Dale A. Panovich
Dale Panovich, Trustee

Janice L. Marshall
Name

By Scott Dressler
Scott Dressler, Trustee

Name

(Witnesses as to the Township)

Approved as to legal form
and correctness:

James E. Payne

James E. Payne ^{MAP}
Acting Director of Law
City of Akron

10-31-06

Date

Approved as to legal form
and correctness:

IBS 09/07/06
Irving B. Sugerman, Legal Counsel
to Township of Copley

Date

STATE OF OHIO)
COUNTY OF SUMMIT)
) SS

On this 27th day of October, 2006, before me, a Notary Public in and for said County and State, personally appeared Donald L. Plusquellic, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City 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 City.

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

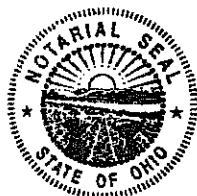
Laurie Lynn Hoffman
Notary Public

LAURIE LYN HOFFMAN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Feb. 25, 2008

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 11th day of September, 2006, before me, a Notary Public in and for said County and State, personally appeared Helen Humphrys, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township she did sign said instrument on behalf of the Township and who acknowledged that the same is her voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the Township.

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



Carla Crummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/10

Carla Cressel Doses
Notary Public

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 11th day of September, 2006, before me, a Notary Public in and for said County and State, personally appeared Dale Panovich, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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



Carla Crummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/2010

11/21/2010

Carla Crummel Danes

Notary Public

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

On this 11th day of September, 2006, before me, a Notary Public in and for said County and State, personally appeared Scott Dressler, Trustee of the Township of Copley, who acknowledged that with due authorization and as such officer on behalf of the Township he did sign said instrument on behalf of the Township 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 Township.

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



Carla Crummel Danes
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 11/21/2010

11/21/2010

Carla Crummel Danes

Notary Public

Bath-Copley Fire Station -- 4570 Medina Road

EXHIBIT A



Map created with ArcIMS. Copyright (C) 1992-2005 ESRI, Inc.



Mayor:
Donald L. Plusquellic
 Service Director:
Jerry Holland

Copyright 2003
 City of Akron GIS
 146 S. High St.
 Akron, Oh 44309

Parcels

Rec	Parcel #	Address	Owner Name	City Name	Description
1	1700283	4570 MEDINA RD	BD OF TRSTS OF BATH TWNSHP & BD OF	BATH	