CONTRACT FOR JOINT ECONOMIC DEVELOPMENT ZONE BETWEEN THE CITY OF TOLEDO, THE CITY OF MAUMEE AND THE BOARD OF TRUSTEES OF MONCLOVA TOWNSHIP

This Contract for Joint Economic Development Zone is entered into effective __________, 2003, by and between the City of Toledo, Ohio, a municipal corporation organized and existing under its Charter and the Constitution and certain laws of the State of Ohio ("Toledo"), the City of Maumee, a municipal corporation organized and existing under its Charter and the Constitution and certain laws of the State of Ohio ("Maumee"), and the Board of Trustees of Monclova Township, a political subdivision organized and existing under the Constitution and certain laws of the State of Ohio ("Monclova").

WITNESSETH:

WHEREAS, Revised Code Section 715.691 authorizes municipal corporations and boards of trustees of townships to enter into Joint Economic Development Zone Agreements; and

WHEREAS, Toledo, Maumee, and Monclova desire to enter into a Joint Economic Development Zone ("JEDZ Contract") with respect to the territory described herein upon the terms and conditions set forth herein; and

WHEREAS, Toledo, Maumee, and Monclova desire cooperative regional development and job creation for the benefit of Toledo, Maumee, and Monclova and their residents and all of northwest Ohio, and desire to facilitate new and expanded growth for commercial and industrial development in the State; and

WHEREAS, in furtherance of their objectives, Toledo, Maumee and Monclova desire to enter into this JEDZ Contract under authority of Section 715.691 of the Ohio Revised Code and all other authority granted to them under the constitution and laws of the State of Ohio and the Charters and ordinances of Toledo and Maumee in order to set forth their mutual agreements with respect to the JEDZ Territory, the sharing of costs of improvements in the JEDZ Territory, their respective
contributions to the JEDZ Territory, the creation of a Board of Directors, the powers and duties of the Board of Directors, and the distribution of revenues between Toledo, Maumee and Monclova of certain potential JEDZ income tax revenues, and the retention by Monclova of certain real and personal property tax revenues; and

WHEREAS, Toledo, Maumee and Monclova each have held a public meeting concerning this JEDZ Contract as required by Revised Code Section 715.691(D); and

WHEREAS, in order for this JEDZ Contract to become effective, it must be approved by a majority of the voters in Monclova Township:

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

DEFINITIONS

In addition to any words and terms defined elsewhere in this JEDZ Contract, the words and terms set forth below shall have the meanings ascribed to them below for all purposes of this JEDZ Contract.

"Board" shall mean the Board of Directors established in accordance with Revised Code Section 715.691(G) and consisting of nine (9) members, with Toledo, Maumee and Monclova each appointing three (3) members.

"Business" includes all private, for-profit, and not-for-profit commercial, industrial, professional, educational, health and medical, service-oriented, and charitable entities that have established or will establish a temporary or permanent location in the JEDZ territory.

"Gross Revenues" means total collections less refunds, and any fees collected by the Board pursuant to this JEDZ Contract.

"Net Revenues" means gross revenues less the cost of any contracts for services to be provided within the JEDZ and any other expenditures approved by the Board.
"JEDZ Income" means (i) the income earned by persons employed by businesses that have established or will establish a temporary or permanent location in the JEDZ and (ii) the net profits, if any, of such businesses.

"JEDZ" means the joint economic development zone created under this contract pursuant to Section 715.691 of the Ohio Revised Code.

"JEDZ Territory" means all real estate within the boundaries of Exhibit A to this JEDZ Contract and delineated in the map which is attached as Exhibit B to this JEDZ Contract.

SECTION 1. TERRITORY OF JOINT ECONOMIC DEVELOPMENT ZONE

Toledo, Maumee, and Monclova hereby designate the JEDZ as consisting of all territory described in Exhibit A to this JEDZ Contract and illustrated in a map (Exhibit B).

SECTION 2. PURPOSE OF THE JEDZ

This JEDZ is being established by the contracting parties for the purposes of facilitating planned, orderly, new or expanded commercial and industrial growth within the region; creating, retaining and enhancing employment opportunities for the benefit of Toledo, Maumee, and Monclova, and their residents, and all of the residents of the region.

SECTION 3. ECONOMIC DEVELOPMENT PLAN: SERVICES

The amount and nature of the contribution of each contracting party to the development and operation of the JEDZ shall be set forth in the economic development plan (Exhibit C to this JEDZ Contract).

Monclova shall furnish or cause to be furnished to the properties included in the JEDZ all usual and customary governmental services furnished by Monclova to other comparable properties in Monclova such as fire protection, medical rescue, and road maintenance service, and shall be compensated for the provision of those services in accordance with Section 5 below.

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Toledo and Maumee may furnish to the JEDZ territory such services as the parties deem appropriate and as allowed by law, including but not limited to tax collection, fire protection, police, and any and all such other services as the parties may mutually agree.

Nothing contained herein shall be construed as obligating any party to provide any particular service, level of service, or financial commitment to the JEDZ territory, and such matters shall be left to the further mutual agreement of the parties.

SECTION 4. CREATION OF BOARD OF DIRECTORS

Pursuant to Revised Code Section 715.691(G)(1), a Board of Directors ("Board") is hereby created to govern the JEDZ. Toledo, Maumee and Monclova shall each appoint three (3) members of the Board to serve terms of two years. At all times during the term of this JEDZ Contract, at least one appointee of each contracting party shall not be a current employee or a current elected or appointed official of the contracting party. Members of the Board may be reappointed to the Board.

Not later than thirty (30) days after the effective date of the JEDZ, the legislative body of each contracting party shall adopt an ordinance or resolution appointing three (3) representatives to serve as members of the Board of Directors. Within thirty (30) days after the effective dates of such appointment, the nine (9) directors shall meet and select by majority vote a person who will serve as chairperson of the Board and such other officers as the Board deems advisable.

The members of the Board shall not receive compensation from the JEDZ Board for such membership or attendance at meetings but may be reimbursed for reasonable and necessary expenses.

Pursuant to O.R.C. Section 715.691(A)(2), membership on the Board of the JEDZ is not the holding of a public office or employment within the meaning of any section of the Ohio Revised Code or any ordinance prohibiting the holding of other public office or employment. Membership on the Board is not a direct or indirect interest in a contract or expenditure of money by a
municipal corporation, township, county, or other political subdivision with which a member may be affiliated. Notwithstanding any provision of law to the contrary, no member of the Board shall forfeit or be disqualified from holding any public office or employment by reason of membership on the Board.

The first meeting of the Board shall be held not later than thirty days after the effective date of the JEDZ. Action of the Board shall be taken by a majority vote, except on matters relating to the expenditure of money or the approval of a contract, in which case any such action must be approved by seven (7) of the nine (9) Directors. The Board shall adopt rules of procedure to govern the business of the Board. The rules shall specify a schedule of regular meetings of at least one per month; however, any regular meeting, except the first scheduled meeting in the first month of any fiscal year, may be cancelled for lack of business on the agenda of the Board. The rules may specify any other matters that the Board deems necessary for the orderly conduct of the Board. The Board shall be considered a public body for purposes of Section 121.22 of the Ohio Revised Code ("The Sunshine Law") and Chapter 2744 of the Ohio Revised Code ("The Sovereign Immunity Act") shall apply to such Board and JEDZ.

SECTION 5. BOARD OF DIRECTORS—POWERS AND DUTIES

In furtherance of the purposes set forth in Section 4 above, the Board shall have the following powers:

The JEDZ is a body politic and corporate, for the purpose of enjoying and exercising the rights and privileges conferred upon it under this Contract. It may sue and be sued, and plead and be impleaded in its own name.

The Board shall have the specific powers set forth in this contract and, in addition, shall have the power to do all acts that it determines to be necessary and appropriate to carry out its authorized purposes as stated in this Contract.

The Board is hereby authorized to promote, advertise, and publicize the JEDZ and its authorized purposes, and provide information to persons with an interest in establishing or
expanding business and employment opportunities within the JEDZ. The Board may establish and collect fees for the provision of any promotional, advertising, and publicity services rendered at the request of a business or landowner within the JEDZ.

The Board of Directors may hire legal counsel to defend any legal action taken against it and the costs shall be borne equally by the contracting parties. The Board shall purchase liability insurance for the Board of Directors and the cost of the insurance and any deductibles for any claims paid shall be shared equally by the contracting parties.

The Board of Directors shall provide guidance and direction on issues regarding tax abatement, economic development incentives, tax increment financing, zoning, traffic, and infrastructure necessary within the zone and make formal recommendations regarding the same to the appropriate agencies. The Board shall periodically review and recommend any necessary changes to the JEDZ Contract.

The Board shall have the power to enter into contracts for the provision of services within the JEDZ.

The Board shall negotiate with one of the contracting municipal corporations relative to a contract for the provision of additional police services within the JEDZ. The costs of any such contract for police services shall be paid by the Board from the Gross Revenues. No fees shall be charged by the Board to any business or landowner within the JEDZ for the provision of any additional police services pursuant to this JEDZ Contract.

The Board shall request proposals and enter into negotiations relative to a contract or contracts for economic development consulting services. Such services may consist of the facilitation of financial incentives at the local, state, and federal levels for businesses located within or considering locating within the JEDZ and administration of the same. The costs of any contract for economic development consulting services shall be paid by the Board from the Gross Revenues. The Board may also establish and collect a fee for the provision of such services from any business seeking to utilize an economic
development consultant's services in an application for or administration of such financial incentives.

The Board shall enter into a contract with Monclova to furnish or cause to be furnished within the JEDZ all usual and customary governmental services offered by Monclova, such as fire protection, medical, rescue, and road maintenance service. The contract shall specify that Monclova shall receive compensation on a quarterly basis for the provision of such services in accordance with the following formula: the cost of all other contracts for services to be provided within the JEDZ and any other expenditures approved by the Board for the preceding fiscal quarter shall be deducted from the Gross Revenues of the JEDZ for such quarter, and an amount equal to one-third of the remainder of the Gross Revenues after such deduction shall be paid to Monclova as compensation for the provision of services within the JEDZ for such quarter. Such payments pursuant to the contract for services shall be made to Monclova no later than 60 days following the end of the preceding fiscal quarter. In the event that the quarterly payment due and owing pursuant to the contract for services is a negative amount, then that negative amount shall be set off against the next quarterly payment pursuant to the contract for services.

SECTION 6. INCOME TAX

The Board is hereby authorized to adopt a resolution to levy an income tax within the JEDZ Territory at a rate not to exceed one and one-half percent (1.5 percent) and to adopt a set of regulations for the collection and enforcement of the tax. The income tax is subject to Chapter 718 of the Revised Code. In the event that a resolution imposing an income tax is adopted by the Board, the Board is further authorized to enter into a contract with one of the contracting municipal corporations to administer, collect, and enforce the income tax on behalf of the zone. The tax shall become effective no later than one hundred twenty (120) days after the effective date of this contract.

The fiscal year of the JEDZ shall commence on January 1 of each calendar year and shall terminate on December 31 of the same calendar year.
From the proceeds of the JEDZ Income, Maumee and Toledo shall each receive one-half of the Net Revenues. Promptly following the last day of each March, June, September and December, but under no circumstance later than 60 days following each such last day, the municipal corporation authorized to collect the tax under the direction of the Board, shall deduct expenses, and then deliver to the other contracting municipal corporation, in lawful moneys of the United States of America, the portions of the amounts due to it under this Section collected by the municipal corporation selected by the Board during the three calendar months ending on such last day. In the event that the quarterly amount due and owing is a negative amount, then that negative amount shall be set off against the next quarterly amount paid.

SECTION 7. ZONING

Zoning within the JEDZ Territory shall be determined in accordance with zoning procedures within Monclova Township. Not less than thirty (30) days prior to the date on which the Monclova Zoning Commission holds any public hearing on an application to re-zone or change the terms of the applicable zoning or to amend the property within the JEDZ, the Monclova Zoning Commission shall notify the Board of Directors in writing and shall provide all related information so as to enable the Board of Directors to express its recommendation with respect to the proposed action. Said Zoning Commission and Board of Trustees of Monclova Township shall on JEDZ zoning matters receive and consider the recommendations of the Board of Directors.

SECTION 8. ANNEXATION

Pursuant to Section 715.79 (A) of the Ohio Revised Code, no annexation proceeding pursuant to Chapter 709 of the Ohio Revised Code, that proposes the annexation, merger, or consolidation with any municipal corporation of any unincorporated territory within the JEDZ shall be commenced for a period of three years after the date of the approval of this Contract by a majority of the voters within Monclova Township, unless such annexation, merger, or consolidation has been approved by the legislative bodies of all contracting parties.
Pursuant to the authority granted by Section 715.79 (B) of the Ohio Revised Code, the prohibition against the annexation, merger, or consolidation of any unincorporated territory within the JEDZ shall remain in effect for the contracting municipal corporations during the term of this JEDZ Contract and any renewal hereof, unless such annexation, merger, or consolidation has been approved by the legislative bodies of all contracting parties.

No contracting party may be divested or relieved of its rights or obligations under this JEDZ Contract because of annexation, merger, or consolidation.

SECTION 9. IMPROVEMENTS

Infrastructure improvements within the JEDZ shall be undertaken, paid for and the costs shared in such manner as the parties may mutually agree. Nothing herein shall be construed as imposing upon any party an obligation to undertake and pay for improvements other than as the parties may subsequently agree from time to time. Nothing herein shall be construed as preventing a contracting party from providing improvements that it deems necessary at its own cost without the consent of the other parties.

SECTION 10. COSTS

The parties shall share equally in the costs, if any, of any mediation or legal proceedings required under this JEDZ Contract, and shall share the costs of such other matters pertaining to the implementation and administration of the JEDZ Contract and the JEDZ as the parties from time to time may mutually agree. The parties recognize and acknowledge that the Charters and laws applicable to Toledo and Maumee, and the laws applicable to Monclova contain certain restrictions upon the expenditure of funds, e.g. approval by the City Council, a certificate of the fiscal officer, and similar provisions. Nothing contained within this JEDZ Contract shall be construed as obligating any party to expend funds except in accordance with the procedures and with the approvals provided for in those Charters and laws applicable to Toledo, Maumee, and Monclova.
Prior to incurring any cost which one of the parties believes should be a shared cost, that party shall specifically advise and consult with the other parties through the Board.

SECTION 11. TERM OF CONTRACT AND EFFECTIVE DATE

This JEDZ Contract shall take effect immediately upon its approval by a majority of the voters within Monclova Township and shall be in force and effect through December 31st of the year which is thirty (30) years following the year in which the voters within Monclova Township approve this JEDZ Contract. In order for this JEDZ Contract to become effective, the same shall be authorized by appropriate ordinances or resolutions adopted by the legislative authorities of Toledo, Maumee, and Monclova Township (as well as receiving the approval of a majority of the voters within Monclova Township). Failing approval of all three (3) contracting parties and the voters of Monclova Township, then this JEDZ Contract shall be null and void and none of the parties shall have any claim against the others pursuant to this JEDZ Contract.

SECTION 12. MODIFICATION, RENEWAL, AND TERMINATION OF JEDZ CONTRACT

This JEDZ Contract may be modified by the parties only by a writing approved by the legislative authorities of all parties and by the enactment of appropriate ordinances or resolutions authorizing such modification. Any modification, in order to be effective, must be authorized by the appropriate legislation passed by the legislative authority of each party within ninety (90) days of the authorizing legislation passed by the legislative authority of the other parties.

This JEDZ Contract shall be automatically renewed for two thirty (30) year periods unless one of the parties provides written notice to the other parties at least 180 days before the end of that term that such party has elected not to renew this JEDZ Contract.

This JEDZ Contract shall be automatically terminated 120 days after the effective date set forth in Section 11 above if the Board has not, prior to the expiration of the 120 day period, adopted a resolution to levy an income tax within the
JEDZ Territory at a rate of one and one-half percent (1.5 percent).

This JEDZ Contract shall be automatically terminated if, as a result of any litigation brought by any person whatsoever, a court should invalidate (1) the contract or payments for services to Monclova contained in Section 5 above, or (2) the provision for the imposition within the JEDZ of an income tax of 1 1/2% contained in Section 6 above. The date of termination shall be the end of the day upon which the time for appeal of a final order invalidating such contract provision expires, provided no appeal has been filed during such time to a higher court.

Nothing herein prohibits the parties from terminating this JEDZ Contract at any time upon such terms and conditions as the parties may agree so long as such termination is by mutual agreement of all three parties and authorized by the enactment of appropriate legislation authorizing such termination within the ninety day time limit specified in this Section 12.

SECTION 13. REPORTS AND RECORDS

Within three (3) months after the end of each fiscal year, a report shall be compiled by the Board and distributed to all contracting parties setting forth all revenues received from tax and non-tax sources during the preceding fiscal year and all disbursements made during that fiscal year.

Within three (3) months prior to the commencement of the fiscal year of the JEDZ, a budget for that fiscal year, stating anticipated revenues and expenses, shall be prepared by the Board and distributed to all contracting parties.

All books, records, documentation, and financial information of the JEDZ shall, upon request, be made available to the agents of any contracting party for review and/or audit. All officers, employees, and agents shall fully cooperate with any contracting party in fulfilling such a request.
SECTION 14. SUPPORT OF AGREEMENT; EXECUTION OF OTHER DOCUMENTS

The contracting parties shall support this JEDZ Contract and defend the same against any lawsuits brought against the JEDZ, the Board of Directors, or any contracting parties in conjunction with the JEDZ.

The parties agree to cooperate with one another in the implementation of this JEDZ Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this JEDZ Contract. This JEDZ Contract shall be executed in triplicate, all copies constituting originals.

SECTION 15. NO THIRD PARTY BENEFICIARIES

All rights, benefits, and privileges under this JEDZ Contract shall inure only to the parties hereto and no third parties shall have any right to claim any rights, benefits, or privileges under this contract.

SECTION 16. SEVERABILITY

Subject to the provisions for automatic termination of this JEDZ Contract contained in Section 12 above, the invalidity or unenforceability of any one or more phrases, sentences, sections or clauses herein contained shall not affect the validity or enforceability of the remaining portions hereof or any part thereof and the same shall remain in full force and effect.

SECTION 17. MEDIATION

If the parties are unable to voluntarily resolve any dispute or disagreement concerning the interpretation or application of this JEDZ Contract, then as a condition precedent to the initiation of any litigation, the parties shall first engage for a minimum period of sixty days in formal mediation utilizing a mediator selected from a list of attorneys trained in mediation supplied by the Toledo Bar Association. In the event that such mediation period would prevent a party from taking necessary action for injunctive relief to prevent an immediate risk of irreparable harm or to preserve rights which may be extinguished by a time limitation bar, then the party may
make such court filings as are necessary to preserve the status quo during mediation, after which the mediation period shall immediately commence.

SECTION 18. DISSOLUTION

Upon the termination or nonrenewal of this Contract, the Board shall continue to exist following the date of termination of this Contract for the sole purpose of winding up the business affairs of the JEDZ, including discharging outstanding obligations, collecting outstanding tax revenues, liquidating any property and assets of the JEDZ, and distributing any funds remaining to the contracting parties. Any income tax levy imposed shall cease on the termination date of the Contract.

Any such remaining assets, funds, or outstanding obligations shall be divided between the contracting parties in the following percentages: Toledo one-third, Maumee one-third, and Monclova one-third. The contracting parties shall be the successors in interest to any uncollected funds and unliquidated assets, including the interest of the JEDZ in any legal proceedings, in the proportions set forth above. The books and records of the JEDZ shall be given into the custody of Maumee and shall be open for inspection or audit to any of the contracting parties.

SECTION 19. MODIFICATION OF CEDA AGREEMENT

That certain Cooperative Economic Development Agreement ("CEDA Agreement"), effective August 27, 2002, and executed by all parties hereto, is hereby modified by the parties in accordance with SECTION 12 thereof, in the following regard:

That SECTION 10 of the said CEDA Agreement, in the first full sentence of the second paragraph, is modified to read as follows:

"The parties agree that the issue of approval of the Township JEDZ Contract will be submitted to the voters of Monclova Township at the November 4, 2003, general election."
IN WITNESS WHEREOF, the parties have subscribed to this JEDZ Contract by their duly authorized officers this ___ day of October, 2003.

THE CITY OF TOLEDO

By: [Signature]
Mayor
City of Toledo

THE CITY OF MAUMEE

By: [Signature]
Mayor
By: [Signature]
Municipal Clerk

THE BOARD OF TRUSTEES OF MONCLOVA TOWNSHIP

By: [Signature]
Trustee
By: [Signature]
Trustee
By: [Signature]
Trustee
JOINT ECONOMIC DEVELOPMENT ZONE

PARCEL 1

A parcel of land being all of Briarfield Business Park, also being all of Briarfield North, also being all of Briarfield Woods, also being all of Briarfield South Plat One, also being all of Briarfield South Plat Two, also being part of Section 34, Town 2, also being part of Section 3, Town 1, also being part of River Tract 27, also being part of River Tract 28, all being in United States Reserve, in Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the southerly line of Village of Fox Hollow Plat 2, with the centerline of Strayer Road, as it now exists, thence in a southerly direction along said centerline of Strayer Road, as it now exists, to the intersection of the centerline of Maumee-Western Road, as it now exists;

thence in an easterly direction, along said centerline of Maumee-Western Road, as it now exists to the intersection of a line drawn 870.81' easterly of and parallel with the West line of the Southwest quarter of said Section 34;

thence in a southerly direction, along said line drawn 870.81' easterly of and parallel with the West line of the Southwest 1/4 of Section 34 to the intersection of the North line of said Section 3, Town 1;

thence in a westerly direction, along said North line of Section 3, Town 1, to the intersection of the West line of said Section 3, Town 1;

thence in a southerly direction, along said West line of Section 3, Town 1, as it now exists, to the intersection of the centerline of Monclova Road, as it now exists;

thence in an easterly direction, along said centerline of Monclova Road, as it now exists, to the intersection of the centerline of Jerome Road, as it now exists;

thence in a southerly direction, along said centerline of Jerome Road, as it now exists, to the intersection of the northerly right-of-way line of the Chicago Branch of the Norfolk and Southern Railroad, (formerly the Wabash Railroad);

thence in an easterly direction, along said northerly right-of-way line of the Chicago Branch of the Norfolk and Southern Railroad, (formerly the Wabash Railroad), to the intersection of the westerly right-of-way line of I-475, as it now exists;

thence northerly along said westerly right-of-way line of I-475, as it now exists, to the intersection of said North line of Section 3, Town 1.
thence westerly along said North line of Section 3, Town 1 to the intersection of the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of said Section 3, Town 1;

thence northerly along the northerly extension of said East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 3, Town 1, to the intersection of the southerly right-of-way line of the proposed southerly extension of Briarfield Boulevard;

thence easterly and northerly, along said southerly right-of-way line and along the easterly right-of-way line of the southerly extension of the proposed Briarfield Boulevard to the intersection of the southerly line of said Briarfield Business Park;

thence easterly and northerly, along said southerly line of Briarfield Business Park and along the easterly line of Briarfield Business Park to the intersection of the northerly line of said Briarfield Business Park;

thence westerly along said northerly line of Briarfield Business Park, to the intersection of the westerly line of said Briarfield Business Park;

thence southerly along said westerly line of Briarfield Business Park, and along the easterly line of Village of Fox Hollow Plat 1, and along the easterly line of Strayer Farms Plat 2, to the intersection of the southerly line of said Strayer Farms Plat 2;

thence westerly, along said southerly line of Strayer Farms Plat 2, and along the southerly line of Strayer Farms Plat 1, and along said southerly line of the Village of Fox Hollow Plat 2 to the Point of Beginning.

Excepting therefrom that part thereof described as follows:

Beginning at a point in the East and West centerline of said Section 3 (centerline of Monclova Road) 75 feet west of the intersection of said East and West centerline and the centerline of Jerome Road;

thence North parallel to the West line of the Northwest 1/4 of said Section 3, a distance of 402 feet;

thence West parallel to the East and West centerline of said Section 3 to the west line of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 3;

thence South along the West line of the East 1/2 of the West 1/2 of the Northwest 1/4 of Section 3, a distance of 402 feet to the East and West centerline;

thence East along the East and West centerline to the place of beginning.
Said Parcel 1 contains an area of 515.4 acres of land, more or less.

PARCEL 2

A parcel of land being part of the Southeast 1/4 of Section 33, Town 2, United States Reserve, in Monclova Township, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the centerline of Maumee-Western Road, with the East line of said Southeast 1/4 of Section 33;

thence South along said East line of the Southeast 1/4 of Section 33, a deed bearing of South 00°, 32', 30" East, a deed distance of 1,875.52';

thence westerly, a deed bearing of North 89°, 59', West, a deed distance of 916.45';

thence North, a deed bearing of North 00 °, 32', 30" West, a deed distance of 1,982.65' to the intersection of the North line of said Southeast 1/4 of Section 33;

thence East along the North line of the Southeast 1/4 of Section 33, to the intersection of the northwesterly extension of the centerline of Maumee-Western Road, as it now exists;

thence southeasterly along said northwesterly extension of the centerline of Maumee-Western Road, and along said centerline of Maumee-Western Road, to the Point of Beginning.

Said Parcel 2 contains an area of 39.6 acres of land.

The above description is based on a deed recorded in Microfiche 97-0087C05, Lucas County Deed Records, marked Exhibit A.

Prepared by:

FELLER, FINCH & ASSOCIATES, INC.
EXHIBIT C

THE 2003 ECONOMIC DEVELOPMENT PLAN
FOR MONCLOVA/TOLEDO/MAUMEE
JOINT ECONOMIC DEVELOPMENT ZONE

I. DESCRIPTION

The proposed Joint Economic Development Zone is bordered on the north by Brandywine Country Club and residential; on the west by single family residential and farm land; on the south by open space and scattered residential; and on the east by Interstate 475. Much of the remaining farm land to the west is being platted for residential development. The land to the south is being developed as a 460 acre mixed use business center. A 200 acre historic battleground park is also planned south of proposed Joint Economic Development Zone. The land to the east of I-475 is Arrowhead Business Park, which includes office, light industrial, distribution, and limited retail. The 60 acres west of I-475, not in the Joint Economic Development Zone, and south of US Alternate 20 is the site of the new $24 million Dana Corporation Automotive Systems Group Technology Center.

The land in the Joint Economic Development Zone will continue to be developed for office, commercial, and light industrial facilities. The northern area of the Joint Economic Development Zone is Briarfield Business Park, a 180 acre development that includes office, light industrial, and limited retail. There are also two light manufacturing facilities bordering on US Alternate 20 just south of Briarfield Business Park. The remaining acres in the Joint Economic Development Zone are farm land that is being developed for office and light industrial. Plans for the development of the 150 acres owned by the City of Toledo have been rezoned to light industrial and platted as a business park. Twenty-seven acres on the North side of Monclova Road and the western edge of I-475 have also been included in the Joint Economic Development Zone.

II. IMPROVEMENTS

The proposed development of the Toledo owned land in the Joint Economic Development Zone and the Dana Technology Center at the eastern boundary of the Joint Economic Development Zone will require the installation of utility services and new streets. The transportation needs are further complicated by the residential growth to the west and the retail, commercial, and recreational developments proposed south of the Joint Economic Development Zone. The present water and sanitary sewer lines along US Alternate 20 will be extended approximately 3,000 feet along the new road to provide services to 90 acres of undeveloped land.
Street improvements include a new three lane road (Technology Drive) extending from US Alternate 20 where Briarfield Boulevard intersects 1,700 feet to the south and turning west for 1,270 feet. A portion of the costs of such new road will be paid for by assessments against real estate owned by the City of Toledo, pursuant to the agreement of all parties. Included with the new three lane road will be storm drainage to allow storm water to flow to a new storm drainage pond west of the Jerome Road extension. Jerome Road will be widened to a four lane boulevard, and extended north from Monclova Road approximately 5,200 feet to US Alternate 20 in two phases. Two traffic signals will be installed; one at the intersection of Briarfield Boulevard and Salisbury Road, and the second at the intersection of the new road (Technology Drive) and US Alternate 20.

To relieve existing traffic congestion caused by the new developments in and around the Joint Economic Development Zone, a new interchange is being planned by local agencies for I-475 and Salisbury Road/US Alternate 20 in two phases. Approximately 80% of the land necessary for the interchange has been purchased by Lucas County, the City of Maumee, and the Toledo/Lucács County Port Authority, and set aside for the interstate improvements to be built by the Ohio Department of Transportation.

### Improvement Schedule

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<td>2 Sanitary sewer line extension 3000 feet</td>
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<tr>
<td>3 New storm drainage 8,000 feet and pond</td>
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</tr>
<tr>
<td>4 New three lane road 2,890 feet</td>
<td>2003-04</td>
</tr>
<tr>
<td>5 Traffic light (2) installations</td>
<td>2003-04</td>
</tr>
<tr>
<td>6 Jerome four lane blvd. Phase I, 3,200 feet</td>
<td>2005</td>
</tr>
<tr>
<td>7 Interchange I-475 and Salisbury, Phase I</td>
<td>2008</td>
</tr>
<tr>
<td>8 US 20A Widening (Coder Road. to Briarfield)</td>
<td>2009</td>
</tr>
<tr>
<td>9 Jerome four lane blvd. Phase II, 2,000 feet</td>
<td>2010</td>
</tr>
<tr>
<td>10 Interchange I-475 and US Alternate 20</td>
<td>2018</td>
</tr>
</tbody>
</table>

### III. SERVICES

A Board of Directors will govern the Joint Economic Development Zone and will provide services within the Joint Economic Development Zone as follows.

The Board of Directors shall enter into a contract with Monclova Township to furnish or cause to be furnished within the Joint Economic Development Zone all usual and customary governmental services offered by Monclova, such as fire protection, medical rescue, and road maintenance service. The Board shall compensate Monclova Township for the provision of services as provided in the Contract for the Joint Economic Development Zone.
The Board of Directors shall negotiate with one of the contracting municipal corporations relative to a contract for the provision of additional police services within the Joint Economic Development Zone. The costs of any such contract for police services shall be paid by the Board of Directors from the revenues of the Joint Economic Development Zone as provided in the Contract for the Joint Economic Development Zone. No fees shall be charged by the Board of Directors to any business or landowner within the Joint Economic Development Zone for the provision of any additional police services pursuant to this Joint Economic Development Zone Contract.

The Board of Directors shall request proposals and enter into negotiations relative to a contract or contracts for economic development consulting services. Such services may consist of the facilitation of financial incentives at the local, state, and federal levels for businesses located within or considering locating within the Joint Economic Development Zone and administration of the same. The costs of any contract for economic development consulting services may be paid by the Board of Directors from the revenues of the Joint Economic Development Zone. The Board may also establish and collect a fee for the provision of such services from any business seeking to utilize an economic development consultant’s services in an application for or administration of such financial incentives.

The Board of Directors is authorized to promote, advertise, and publicize the Joint Economic Development Zone and its authorized purposes, and to provide information to persons with an interest in establishing or expanding business and employment opportunities within the Joint Economic Development Zone.

The Board of Directors shall provide guidance and direction on issues regarding tax abatement, economic development incentives, tax increment financing, zoning, traffic, and infrastructure necessary within the zone and make formal recommendations regarding the same to the appropriate agencies.

The Board of Directors has the power to enter into additional contracts for the provision of services within the Joint Economic Development Zone, as it determines to be appropriate.