

**CITY OF COLUMBUS/VILLAGE OF ASHVILLE/MADISON TOWNSHIP  
FIRST AMENDMENT TO MADISON TOWNSHIP JOINT ECONOMIC  
DEVELOPMENT DISTRICT CONTRACT**

This First Amendment to Madison Township Joint Economic Development District Contract (the “First Amendment”) is executed effective \_\_\_\_\_, 2015 by and between the City of Columbus, Ohio (the “City”), Madison Township, Pickaway County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the “Township”); and the Village of Ashville, Ohio, an Ohio municipal corporation (the “Village”).

**RECITALS:**

A. Pursuant to Ohio Revised Code (“R.C.”) Sections 715.72 – 715.81 (the “JEDD Act”), the City, Township and the Village executed the Madison Township Joint Economic Development District Contract (the “Original JEDD Contract”) effective June 30, 2010. A copy of the Original JEDD Contract is attached hereto as Exhibit A and incorporated herein by this reference. The Original JEDD Contract established the Madison Township Joint Economic Development District (referred to herein as “JEDD,” or the “District”).

B. The JEDD originally encompassed a portion of the Township (the “Original JEDD Area”), as depicted on the map attached as Exhibit A to the Original JEDD Contract and attached hereto as Exhibit B and incorporated herein by this reference.

C. Pursuant to the Original JEDD Contract, the Board of Directors for JEDD (the “JEDD Board”) imposed a 2.50% tax on income withheld from employees working within the Original JEDD Area and on net business profits situated to the Original JEDD Area.

D. The Columbus Regional Airport Authority (the “Authority”) and DRCS, LLC (“DRCS,” and together with the Authority, the “Developers”) desire to develop a parcel of land for commercial purposes (the “Project”) at a site within the boundaries of the Township (the “JEDD Addition,” which is further described on the attached Exhibit C and incorporated herein by this reference), provided that the appropriate economic development incentives are available to support the economic viability of the Project. The JEDD Addition is located outside of the Original JEDD Area.

E. The City, Township, the Village and the Developers desire to facilitate the addition of the JEDD Addition to the Original JEDD Area. The Original JEDD Area and the JEDD Addition are referred to collectively here in as the “Expanded JEDD Area.” The Expanded JEDD Area is depicted on Exhibit D hereto and incorporated herein by this reference.

F. The City, Township and the Village have complied with all procedures of the JEDD Act related to the addition of the JEDD Addition to the Original JEDD Area, including the public hearing and notice requirements of R.C. Section 715.75 and the filing of documents with the Board of County Commissioners for Pickaway County, Ohio (the “County”) as required by R.C. Section 715.761.

G. As required by R.C. Sections 715.76 and 715.761, the Developers have submitted the required property owner and business owner petitions (the “Petitions”) necessary to add the JEDD Addition to the Original JEDD Area.

H. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the City Council of the City has approved the execution of this First Amendment. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, the Board of Township Trustees of the Township has approved the execution of this First Amendment. Pursuant to Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, the Village Council has approved the execution of this First Amendment. Pursuant to Resolution No. \_\_\_\_\_, the Board of County Commissioners of the County has approved the execution of this First Amendment by the City, Township and the Village.

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

Section 1. Exhibit A to the Original JEDD Contract, which depicts the Original JEDD Area, shall be replaced by Exhibit D hereto, which depicts the Expanded JEDD Area.

[Remainder of Page Intentionally Left Blank]

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

**VILLAGE OF ASHVILLE, OHIO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Village Law Director

**BOARD OF TRUSTEES OF MADISON TOWNSHIP, PICKAWAY COUNTY, OHIO**

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

Approved as to form:

\_\_\_\_\_  
Township Law Director

**CITY OF COLUMBUS, OHIO**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**ORIGINAL JEDD CONTRACT**  
(attached hereto)

**EXHIBIT B**

**DEPICTION OF ORIGINAL JEDD AREA**  
(attached hereto)

**EXHIBIT C**

**DEPICTION OF JEDD EXPANSION**  
(attached hereto)

**EXHIBIT D**

**DEPICTION OF EXPANDED JEDD AREA**  
(attached hereto)