

ORDINANCE NO. 60-2016

Offered by All of Council

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE VILLAGE OF RICHFIELD, OHIO TO BE A PUBLIC PURPOSE IN CONNECTION WITH THE ESTABLISHMENT OF TAX INCREMENT FINANCING PROGRAM UNDER OHIO REVISED CODE SECTION 5709.41; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING THE OWNERS THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, AUTHORIZING A DEVELOPMENT AGREEMENT WITH NATIONAL INTERSTATE; AND ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS, AND DECLARING AN EMERGENCY

WHEREAS, the development and redevelopment of commercial properties in the Village of Richfield, Ohio (the "Village") will benefit the Village and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the Village; and

WHEREAS, by providing financial assistance consistent with Ohio law the Village may facilitate the development and redevelopment of commercial properties within the Village to benefit Village residents; and

WHEREAS, National Interstate Insurance Company ("National Interstate") currently owns and intends to develop and redevelop a parcel of real property located in the Village, as further described in Exhibit A attached hereto and made a part hereof (the "Site"), provided that certain financial assistance is provided for; and

WHEREAS, pursuant to Ohio Revised Code Sections 5709.41 through 5709.43 (the "TIF Statutes") specifically Section 5709.41, the Village may create a municipal tax increment financing program to declare the increase in the assessed value of any parcel of property subsequent to the acquisition of such parcel by the Village, as part of its urban redevelopment efforts, to be a public purpose and to exempt such increased value from real property taxation, in order to provide incentives to complete the development and redevelopment of such real property (provided the Village has held fee title to such real property prior to adoption of the ordinance) and for other purposes related to development; and

WHEREAS, the Village has acquired fee title to the Site, pursuant to a Quitclaim Deed recorded with the Summit County Fiscal Office on _____, 2016 and, pursuant to a Quitclaim Deed recorded with the Summit County Fiscal Office on the same date, conveyed said Site back to the prior owner; and

WHEREAS, the Revere Local School District (the "School District"), on _____, 2016, forwarded a certified copy of a resolution passed by the Board of Education

of the School District to the Village, which resolution waived the notice requirements of Ohio Revised Code Sections 5709.41 and 5709.83, approved the exemption for the Improvements (as defined hereinbelow) on the condition that the Village and National Interstate enter into a Tax Increment Financing Compensation and Cooperation Agreement (as defined hereinbelow) with the School District to compensate such School District for a portion of the real property taxes that would have been received by the School District with respect to the Improvements, but for the exemption for the Improvements granted pursuant to this Ordinance, and waived its right to receive a portion of the income tax revenues generated by the Village with respect to the Improvements; and

WHEREAS, the Cuyahoga Valley Career Center/Joint Vocational School District on _____ forwarded a certified copy of a resolution passed by the CVCC Board of Education on August 25, 2016, acknowledging the Tax Increment Financing Compensation and Cooperation Agreement and waiving all notice rights under Ohio Revised Code Section 5709.41 and 5709.83, or any other law, regarding written notice of the Village's intent to declare the New Construction and Improvements to be a public purpose in accordance with the TIF Program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. Tax Exemption. Pursuant to and in accordance with Ohio Revised Code Section 5709.41, this Council hereby finds and determines that 100% of the increase in assessed value of the parcel comprising the Site (which increase in assessed value is also hereinafter referred to as the "Improvement" as defined in the TIF Statutes), subsequent to the effective date of this Ordinance, is hereby declared to be a public purpose, and shall be exempt from taxation for a period: (i) commencing on the effective date of this Ordinance; and (ii) ending on the earlier of (A) thirty (30) years after such exemption commences, or (B) the date on which the Village can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

SECTION 2. Payment of Service Payments. As provided in Ohio Revised Code Section 5709.42, the owner of the Site is hereby required to, and shall make, service payments in lieu of taxes with respect to the Improvements allocable thereto to the Summit County Fiscal Office (the "Fiscal Office") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against that Parcel if an exemption from taxation not been granted, and otherwise shall be in accordance with the requirements of the TIF Statutes. Any late payments shall be subject to penalty and bear interest at the current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the payment of penalties and interest are collectively referred to herein with the service payments in lieu of taxes as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 3 of this Ordinance.

The Mayor and the Finance Director of the Village (the "Finance Director") are hereby authorized and directed to execute on behalf of the Village a Tax Increment Service Payment and Development Agreement, between the Village and National Interstate (the "Development Agreement"), providing for, among other things, the completion of the development and redevelopment of the site and the payment and collection of the Service Payments, substantially in accordance with the agreement attached as Exhibit B to this Ordinance subject to the final approval of the Village's Law Director. National Interstate as owner of the Site shall execute a Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes substantially in accordance with the form and attached as Exhibit C.

SECTION 3. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, a Redevelopment Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments distributed to the Village with respect to the Improvements on the Site, by or on behalf of the County Fiscal Officer, Treasurer's Division as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes: (i) to pay Revere Local School District, the Cuyahoga Valley Joint Vocational School District and National Interstate in accordance with and pursuant to the Tax Increment Financing Compensation and Cooperation Agreement between and among the Village of Richfield, Revere Local School District, and National Interstate Insurance Company; and (ii) for other economic development purposes as determined by the Mayor or her/his designee, including but not limited to acquisition, construction, installation, financing and other direct and indirect costs of land or public infrastructure improvements within the Village.

No money in the Fund will be used for the purpose of housing renovation and the Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

SECTION 4. Pursuant to Section 5709.41 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor of the Village or other authorized officer of this Village shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Section 5709.41(E) of the Ohio Revised Code.

SECTION 5. That the Mayor, Finance Director, Law Director, and any other officials of the Village, as appropriate, are authorized and directed to sign such other documents, instruments or certificates, and take such actions, as are necessary or appropriate to obtain or consummate the tax exemption and the Fund, or to consummate or implement any other actions described in or contemplated by this Ordinance.

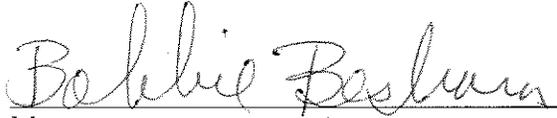
SECTION 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7. This Ordinance is declared to be an emergency measure necessity for the immediate preservation of the public peace, health and safety of this Village, and for the further reason that this Ordinance is required to be immediately effective to allow for National Interstate to move forward in a timely fashion, which is necessary to the continued economic vitality of the Village, at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage, provided it receives the affirmative vote of five members of Council elected thereto or six affirmative votes if all members of Council are present at the meeting at which it is passed; otherwise it shall be in full force and effect after the earliest period allowed by law.

PASSED: 8/29/16



President of Council



Mayor

Dated: 8/29/16

ATTEST:



Clerk of Council

EXHIBIT A

Legal Description

<u>Parcel No.</u>	<u>Property Owner's Name</u>
50-02920	National Interstate Insurance Company

**NATIONAL INTERSTATE
CONSOLIDATED PARCEL**

July 12, 2016

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being all of Lot 3 and part of Block B of the Kinross Lakes subdivision as recorded in Cabinet L, Slides 593 through 596 and more fully described as follows:

Beginning at a ½ inch iron pin found at the northwesterly corner of said Lot 3. Said corner is on the southerly line of Interstate 271;

Thence North 59 degrees 49 minutes 44 seconds East, along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 325.38 feet to a ½ inch iron pin found;

Thence North 62 degrees 02 minutes 12 seconds East, continuing along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 369.68 feet to a point;

Thence North 64 degrees 21 minutes 35 seconds East, continuing along the northerly line of said Lot 3 and along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 230.63 feet to a capped iron pin #5304 found;

Thence North 76 degrees 15 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 568.79 feet to a capped iron pin #5304 found;

Thence North 73 degrees 54 minutes 17 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 255.98 feet to a point;

Thence North 52 degrees 57 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 12.28 feet to a point;

Thence South 42 degrees 42 minutes 32 seconds East a distance of 473.22 feet to a point;

Thence South 74 degrees 22 minutes 50 seconds West a distance of 300.96 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 230.00 feet, a central angle of 13 degrees 35 minutes 58 seconds, a tangent distance of 27.42 feet, a chord distance of 54.46 feet which bears South 81 degrees 10 minutes 49 seconds West, a distance of 54.59 feet to a point of tangency;

Thence South 87 degrees 58 minutes 48 seconds West a distance of 93.05 feet to a point of curve;

Thence following an arc of a curve to the left having a radius of 170.00 feet, a central angle of 16 degrees 42 minutes 32 seconds, a tangent distance of 24.96 feet, a chord distance of 49.40 feet which bears South 79 degrees 37 minutes 48 seconds West, a distance of 49.58 feet to a point;

Thence North 13 degrees 51 minutes 10 seconds West a distance of 60.16 feet to a point;

Thence following an arc of a curve to the left having a radius of 230.00 feet, a central angle of 50 degrees 22 minutes 53 seconds, a tangent distance of 108.18 feet, a chord distance of 195.79 feet which bears South 47 degrees 21 minutes 17 seconds West, a distance of 202.24 feet to a point of tangency;

Thence South 22 degrees 09 minutes 50 seconds West a distance of 95.32 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 12.16 feet, a central angle of 89 degrees 56 minutes 46 seconds, a tangent distance of 12.15 feet, a chord distance of 17.19 feet which bears South 67 degrees 08 minutes 13 seconds West, a distance of 19.09 feet to a point on the northerly right of way line of Kinross Lakes Parkway (60 feet in width) and the southeasterly corner of Block C of said Kinross Lakes subdivision;

Thence North 22 degrees 06 minutes 39 seconds East, along the easterly line of said Block C, a distance of 50.00 feet to the northeasterly corner of said Block C;

Thence North 71 degrees 28 minutes 21 seconds West, along the northerly line of said Block C, a distance of 56.25 feet to the northwesterly corner of said Block C;

Thence South 14 degrees 56 minutes 39 seconds West, along the westerly line of said Block C, a distance of 50.00 feet to a point on the northerly right of way line of said Kinross Lakes Parkway;

Thence following an arc of a curve to the left, along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 400.00 feet, a central angle of 50 degrees 51 minutes 34 seconds, a tangent distance of 190.19 feet, a chord distance of 343.52 feet which

bears South 79 degrees 30 minutes 52 seconds West, a distance of 355.07 feet to a point of tangency;

Thence South 54 degrees 05 minutes 05 seconds West, continuing along the northerly line of said Kinross Lakes Parkway, a distance of 189.47 feet to a point of curve;

Thence following an arc of a curve to the right, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 470.00 feet, a central angle of 57 degrees 56 minutes 58 seconds, a tangent distance of 260.25 feet, a chord distance of 455.36 feet which bears South 83 degrees 03 minutes 34 seconds West, a distance of 475.36 feet to a point of reverse curve;

Thence following an arc of a curve to the left, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 330.00 feet, a central angle of 37 degrees 31 minutes 49 seconds, a tangent distance of 112.12 feet, a chord distance of 212.31 feet which bears North 86 degrees 43 minutes 52 seconds West, a distance of 216.16 feet to a 5/8 inch rebar found at the southwesterly corner of said Lot 3;

Thence North 15 degrees 29 minutes 46 seconds West, along the westerly line of said Lot 3, a distance of 175.47 feet to the point of beginning and containing 735,580 square feet or 16.8866 acres of land, more or less.

Said parcel is subject to all easements, restrictions and reservations of record.

This description is based on a survey made under the supervision of Dennis W. Stoffer, Registered Surveyor No. 7604, in January, 2016.

EXHIBIT B

Development Agreement

DRAFT

DRAFT

DEVELOPMENT AGREEMENT
between
THE VILLAGE OF RICHFIELD
and
NATIONAL INTERSTATE INSURANCE COMPANY

This Development Agreement is entered into as of _____, 2016 between the Village of Richfield, Ohio (the "Village") and National Interstate Insurance Company (the "Owner"), under the following circumstances (capitalized terms are used with the meanings given them in Schedule 1):

Recitals

- A. The Village wishes to establish a tax increment financing program ("TIF Program"), in accordance with the Act, authorizing the Village to declare improvements to certain real property to be a public purpose, and authorizing the Mayor to negotiate agreements for use of funds generated through such TIF Program.
- B. In order to create and preserve jobs and employment opportunities within the jurisdiction of the Village and to improve the economic welfare of the people of the Village, in accordance with Ohio Const. Article VIII, Section 13, Village Council adopted the TIF Ordinance on August ___, 2016, in accordance with the Act and the TIF Program for the development and financing of the Project within the boundaries of the Village.
- C. The Village will provide financial assistance in order to facilitate development and redevelopment of the Site, in order to create and preserve jobs and employment opportunities and improve the economic welfare within the jurisdiction of the Village and directly benefit and serve the Site and the residents of the Village in general.
- D. In order to carry out the public purpose and to comply with the requirements of the Act and the TIF Program, the Village desires to enter into this Development Agreement to provide for tax increment financing and to facilitate the Development Improvements and Public Improvements. The Owner is willing to complete the Development Improvements on the Site, to make the Service Payments, and to perform such other actions required by the Owner as described in this Development Agreement.
- E. Pursuant to the Compensation Agreement, Owner will be paid 50% of the Service Payments during Tax Years 2018 through 2027 (the "Contribution Period"), with the balance of Service Payments paid during the Contribution Period and in the remaining years of the Exemption Period to be distributed in accordance with the terms of the Compensation Agreement. The Village has determined that it is necessary and in the best interests of the Village to provide for the making of Service Payments in lieu of taxes by the Owner with respect to the Improvements, in accordance with the Act, the TIF

Program, and the TIF Ordinance and, therefore, the Village has declared that 100% of the assessed value of the Improvements is a public purpose and will be exempt from real property taxation for thirty (30) years (the "Exemption Period".) The Exemption Period shall commence upon the effective date of the TIF Ordinance.

- F. The Village has determined that the development of the New Construction by the Owner on the Site and fulfillment generally of the terms of this Development Agreement, are in the best interests of the Village and the health, safety, morals and welfare of its residents.
- G. The Revere Local School Board by Resolution _____ adopted on August 16, 2016, waived all notice rights under Ohio Revised Code Section 5709.41 and 5709.83, or any other law, regarding written notice of the Village's intent to declare the New Construction and Improvements to be a public purpose in accordance with the TIF Program.
- H. In anticipation of the adoption of the TIF Ordinance and in reliance upon the representations and covenants of the Owner, including without limitation the indemnity provisions set forth in Section 2.4 hereof, and to facilitate the timely commencement of the Development Improvements, the Village acquired fee title to the Site, pursuant to a Quitclaim Deed recorded with the Summit County Fiscal Office on _____, 2016 and, pursuant to a Quitclaim Deed recorded with the Summit County Fiscal Office on the same date, conveyed said Site back to the Owner.

The parties agree as follows:

**Article I
The Village**

Section 1.1 Representations. The Village makes the following representations:

- (a) It is a political subdivision, duly organized and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.

- (e) Its Village Council has duly authorized the signing, delivery, and performance of this Development Agreement.

Section 1.2 Village Agreement to Facilitate Economic Development. Subject to the terms of this Development Agreement, the Village agrees that Service Payments may be provided to Owner in accordance with the terms of the Compensation Agreement only during the Contribution Period. Otherwise, Service Payments received by the Village may be used as required to fulfill obligations under the Compensation Agreement or for economic development purposes, which may include Public Improvements, within the Village.

Article II The Owner

Section 2.1 Owner Representations. The Owner makes the following representations:

As to National Interstate Insurance Company-

- (a) It is a Corporation duly organized, validly existing, and in good standing under the laws of Ohio.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) It has duly authorized the signing, delivery, and performance of this Development Agreement by its Senior Vice President, General Counsel and Secretary.

Section 2.2 Development of Property. The Owner agrees, subject to Village approval, to construct on the Site an approximately 112,500 square foot building and other improvements, which shall include the Development Improvements. Owner shall retain the responsibility to obtain any and all federal, state or local approvals for the New Construction and Development Improvements and to pay all fees for any related building, zoning or other regulatory or permitting agency permits, as well as any and all applicable sanitary sewer or other assessments. The Owner also agrees to use reasonable efforts to design its New Construction and the Development Improvements in accordance with all local building and zoning codes and applicable regulations and law and in doing so minimize the need for any variance requests. Owner specifically acknowledges and agrees that the design of the New Construction must be

consistent with the Crossroads District Plan adopted by Village Council in 2012, as amended, revised, replaced and/or modified. Owner will use reasonable efforts to secure all federal, state and local approvals and, subject to delays and other events beyond the reasonable control of Owner, begin the New Construction within six (6) months of the effective date of this Development Agreement. Anticipated occupancy of the New Construction is within twelve (12) months after the start of the New Construction, subject to delays and other events beyond the reasonable control of Owner.

Section 2.3 Agreement to Make Service Payments. The Owner agrees to make Service Payments to the County Fiscal Officer, Treasurer's Division, during the Exemption Period, as described in Section 3.2 and in accordance with the provisions of the TIF Ordinance and the TIF Declaration. The Owner shall deliver to the Village a fully executed TIF Declaration concurrently with the execution of this Development Agreement, which TIF Declaration shall be recorded in the records of the Summit County Fiscal Office within five (5) days thereafter. Service Payments shall be distributed pursuant to the terms and subject to the conditions of the Compensation Agreement.

Section 2.4 Indemnity. The Owner agrees to and shall indemnify the Village its officers, executives, employees and agents against, and hold them harmless from, any cost, expense or damage arising in connection with the New Construction and title to the Site being held by the Village.

Section 2.5 Legal Fees. National Interstate shall reimburse reasonable legal fees incurred by the Village related to the preparation of documents directly and indirectly related to the TIF, the Compensation Agreement and the Development Agreement, in the amount of Twenty-Five Thousand Dollars (\$25,000), within 30 days of request for same.

Article III Exemption from Real Property Taxation

Section 3.1 Exemption of New Construction. Pursuant to the TIF Ordinance, the Village has declared that the increase in assessed valuation of the Improvements is a public purpose and determined that 100% of the assessed valuation of the Improvements (as defined in the Act) is exempt from real property taxation for thirty (30) years (the "Exemption Period") by all political subdivisions and taxing districts, except that the Revere and the Cuyahoga Valley Joint Vocational School District shall receive payments as set forth in the Compensation Agreement.

Section 3.2 Service Payments. The Owner must make Service Payments for the benefit of the Village, Revere and the Cuyahoga Valley Joint Vocational School District as follows:

- (a) During the Exemption Period, in accordance with the Act, the TIF Program and the TIF Ordinance as amended and supplemented, the Owner, for itself and any successors in interest to the Site, the Site or any part thereof or interest therein, covenants and agrees to make (or cause to be made) semiannual Service Payments in lieu of real property taxes with respect to the Improvements pursuant to and in accordance with the requirements of the Act, the TIF Program, and this Development Agreement. The obligation to make Service Payments will run with the land. The Service Payments must be made semiannually to the County, or to the designated agent of the County for collection of the Service Payments, on or before the date on which real property taxes would otherwise be due and payable for the Improvements. Any late Service Payments must include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes. Each semiannual Service Payment must be in an amount equal to the real property taxes that would have been charged and payable against the exempted portion of the Improvements if an exemption from real property taxation had not been granted, plus all interest and penalties thereon for nonpayment, and must otherwise be in accordance with the requirements of the Act.
- (b) It is intended and agreed, and it must be provided in any future deed conveying the Site, or any portion thereof, to any person, that the covenants provided in Section 3.2(a) will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the Village, whether or not this Development Agreement remains in effect and whether or not this provision is included in any succeeding deed of the Site, or any portion thereof. Pursuant to the TIF Ordinance and Section 2.3 of this Development Agreement, the Owner shall execute and record with the Summit County Fiscal Office the TIF Declaration. It is further intended and agreed that these agreements and covenants will remain in effect for the full Exemption Period permitted in accordance with the requirements of the Act, the TIF Program, the TIF Ordinance, and this Development Agreement. The covenants running with the land will have priority over any other lien or encumbrance on the Site and/or the New Construction. The parties agree to execute and record any and all instruments of record in Summit County, Ohio, including this Development Agreement and the TIF Declaration, as may be necessary to preserve and protect such covenants running with the land.
- (c) The Owner must prepare and file or cause to be prepared and filed in cooperation with the Village any necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements to enable the Village to collect the Service Payments and to disburse these payments to or for

the account of the Village, Revere and/or the Cuyahoga Valley Joint Vocational School District. The Village will cooperate with the Owner in connection with the preparation and filing of any required exemption applications.

- (d) The agreement to make Service Payments under this Development Agreement is a covenant running with the land. The obligations of the Owner and any successor in title to the Site to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and the Owner acknowledges and agrees that there will be no right to suspend or set off the Service Payments for any cause, including without limitation failure to complete the New Construction and Development Improvements, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Development Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or by or under authority of the State of Ohio, or any failure of the Village to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Development Agreement.
- (e) The Owner represents to the Village, and the Village acknowledges that upon completion of the Project, the expected appraised value for the New Construction will be approximately Seventeen Million Five Hundred Thousand Dollars (\$17,500,000.00). The parties acknowledge that both the Development Improvements and the expected appraised value for the New Construction are estimates and that the failure to achieve that appraised value of New Construction or fully achieve the Development Improvements will not constitute a failure of either party to perform under this Development Agreement. The Village will not unreasonably withhold, delay, or condition the permits that the Village issues or approves.

Article IV **Events of Default**

Section 4.1 Event of Default. It will be an "Event of Default" by the Village or the Owner, as applicable, under this Development Agreement if:

- (a) The Owner fails to observe or perform any of the material covenants and obligations of the Owner under this Development Agreement, and the failure continues for a period of ninety (90) days after written notice, for default other than failure to pay Service Payments, and for a period of thirty (30) days without any required notice for failure to pay Service Payments.

- (b) The Village fails to observe or perform any of the material covenants and obligations of the Village under this Development Agreement, and the failure continues for a period of ninety (90) days after written notice.

Section 4.2 Remedies in Event of Default. During the continuance of an Event of Default, the Village or the Owner will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either party will not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default. In no event shall any pursuit of a remedy on the part of the Village for failure of Owner, its successors and/or assigns, to make Service Payments modify, restrict or otherwise limit any rights to collect taxes accruing to the Summit County Fiscal Office, including any rights of foreclosure, all of which rights are expressly reserved and may be enforceable by the Village.

Article V Miscellaneous

Section 5.1 Term of Agreement. This Development Agreement will be effective as of its date and will continue in full force and effect for the Exemption Period as set forth in the TIF Ordinance.

Section 5.2 Progress and Other Reports.

- (a) Upon execution of this Development Agreement and until the completion of the Development Improvements and not less frequently than every ninety (90) days, the Owner must provide periodic written updates as to the actual progress of the Owner with respect to construction of the Development Improvements, in such detail as may reasonably be requested by the Village.
- (b) To the extent required under the Act and any other Applicable Law, the Owner must supply or cause to be supplied to the Village from time to time such information as the Village may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency, under the Act and any other Applicable Law.

Section 5.3 Discrimination Prohibited. The Owner must not, in the use and development of the Site, discriminate against any person or group of persons based upon race, creed, sexual orientation, religion, color, age, national origin or ancestry in the sale or other transfer of the Site, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the Village.

Section 5.4 Amendments and Waivers. This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the Village and the Owner.

Section 5.5 Entire Agreement. This Development Agreement, the Compensation Agreement, the TIF Declaration and the TIF Ordinance set forth the entire agreement between the parties as to its subject matter and merge and supersede all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

Section 5.6 Counterparts. This Development Agreement may be signed in any number of counterparts, each of which constitute an original but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts, and (b) an electronic or facsimile transmission will be deemed to be an original signature for all purposes. All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

Section 5.7 Notice. All notices, communications, requests and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation by facsimile or other electronic transmission), and, unless otherwise expressly provided, will be deemed to have been sufficiently given or made when physically delivered or mailed by U.S. registered or certified mail or, in the case of notice by facsimile or other electronic transmission, when received and confirmed, addressed as follows, or to any address as may be notified in writing by the parties:

(a) Notices to the Village:

Mayor, Bobbie Beshara
Village of Richfield
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387
Telephone: (330) 659-9201
Facsimile: (330) 659-4906
bbeshara@richfieldvillageohio.org

With a copy to:

William R. Hanna, Esq.
Walter | Haverfield LLP
The Tower at Erieview
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
Telephone: (216) 781-1212
Facsimile: (216) 575-0911
whanna@walterhav.com

(b) Notices to the Owner:

National Interstate Insurance Company
3250 Interstate Drive
Richfield, Ohio 44286
Attn: General Counsel

Section 5.8 Successors and Assigns. This Development Agreement will be binding upon and inure to the benefit of the Village and the Owner, and their respective successors and assigns. The Owner may not assign this Development Agreement or any of its rights or obligations in whole or in part to any person without the prior written consent of the Village, as evidenced by a resolution adopted by Village Council, which consent may not be unreasonably withheld.

Section 5.9 Governing Law. This Development Agreement and the rights and obligations of the parties under this Development Agreement will be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

Section 5.10 Severability. Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

Section 5.11 Headings and Table of Contents. The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

Section 5.12 Village Council. This Agreement and all terms and provisions herein are subject to and conditioned upon the approval or ratification by duly enacted ordinance or resolution of the Council of the Village of Richfield.

[Remainder of Page Left Intentionally Blank – Signatures on Next Page.]

DRAFT

IN WITNESS WHEREOF, the Village and the Owner have each caused this Development Agreement to be executed after due authorization as of the date aforesaid.

VILLAGE OF RICHFIELD, OHIO

By: _____
Bobbie Beshara, Mayor

Date: _____, 2016

And: _____
Sandy Turk, Finance Director

Date: _____, 2016

NATIONAL INTERSTATE INSURANCE
COMPANY

By: _____
Print Name: Arthur J. Gonzales
Print Title: Senior Vice President

Date: _____, 2016

The legal form of the within instrument is hereby approved.

By: _____
William R. Hanna, Law Director

Date: _____, 2016

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on _____, 2016, by Bobbie Beshara, Mayor, and Sandy Turk, Finance Director of the Village of Richfield, Ohio, an Ohio political subdivision, on behalf of the Village.

[SEAL]

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on _____, 2016, by Arthur J. Gonzales, Senior Vice President, National Interstate Insurance Company.

[SEAL]

Notary Public

My Commission Expires: _____

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned fiscal officer of the Village hereby certifies that the moneys required to meet the obligations of the Village during the year 2016 under this Agreement have been lawfully appropriated by the Council of the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

Director of Finance, Sandy Turk

Date

INDEX OF EXHIBITS

- Schedule 1 - Definitions
- Exhibit A - The Site
- Exhibit B - The Development Improvements

DRAFT

Schedule 1 Definitions

The following defined terms are used in the Development Agreement:

“Act” means Sections 5709.40, et seq., Revised Code.

“Applicable Law” means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the Act, governing the design, planning, construction, and installation of the Development Improvements.

“Compensation Agreement” means the Tax Increment Financing Cooperation and Compensation Agreement executed between and among the Village, the Owner, and Revere dated _____, 2016.

“County” means Summit County, Ohio.

“Cuyahoga Valley Joint Vocational School District” means the Board of Education of the Cuyahoga Valley Joint Vocational School District.

“Development Agreement” means this Development Agreement, between the Village and the Owner dated as of _____, 2016, as amended and supplemented in accordance with its terms.

“Development Improvements” means the land acquisition, utility extensions, engineering and inspections, building construction, and other improvements to the Site described in Exhibit B.

“Event of Default” means any of the events described in Section 4.1.

“Exemption Period” means the thirty (30) year period of abatement of real property taxes on Improvements, established in the TIF Ordinance.

“Improvement Plans” means the plans, specifications, profiles, and cost estimates of the Development Improvements, prepared by or for the Owner, in accordance with the requirements of all applicable governmental authorities.

“Improvements” shall have the meaning set forth in the Act.

“New Construction” means the buildings and other improvements constructed on the Site after the date of this Development Agreement as described on Exhibit B.

“Owner” means National Interstate Insurance Company.

“Permitted Encumbrances” means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title, except as specifically excluded herein. The term does not include any mortgage lien, other liens or title exceptions that are superior to or on a parity with

the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.

“Project” means the development and construction of the Development Improvements to the Site.

“Public Improvements” means land acquisition in aid of industry, commerce, distribution or research, sewer improvements, development and construction of public facilities, road extensions, intersection upgrades, reconstruction of roadways, utility relocations, and related or similar public infrastructure improvements.

“Revere Local School Board” means the Board of Education of the Revere Local School District.

“Revere” means the Revere Local School District.

“Service Payments” means the payments in lieu of taxes paid by the Owner in accordance with Section 3.2 with respect to the Development Improvements and any other New Construction under this Development Agreement.

“Site” means the real property identified as Parcel No. 50-02920 and further described on Exhibit A attached hereto.

“Tax Year” means the calendar year for which Service Payments are payable, and not the year of collection of such Service Payments.

“TIF” means the tax increment financing by the Village for the Development Improvements.

“TIF Declaration” means the Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes to be recorded in the Summit County Fiscal Office as an encumbrance upon the Site.

“TIF Ordinance” means Ordinance No. 60-2016, adopted _____, 2016 by Village Council declaring a portion of improvements to be a public purpose and approving an agreement for tax increment financing for public infrastructure improvements benefiting those parcels.

“TIF Program” means the Village Council’s establishment of, in accordance with the Act, a tax increment financing program authorizing the Village to declare improvements to certain parcels of real property to be a public purpose, and authorizing the Mayor to negotiate agreements for tax increment financing.

“Village” means the Village of Richfield, Ohio.

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF THE PARCEL

Parcel No.	Property Owner's Name
50-02920	National Interstate Insurance Company

NATIONAL INTERSTATE

CONSOLIDATED PARCEL

July 12, 2016

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being all of Lot 3 and part of Block B of the Kinross Lakes subdivision as recorded in Cabinet L, Slides 593 through 596 and more fully described as follows:

Beginning at a ½ inch iron pin found at the northwesterly corner of said Lot 3. Said corner is on the southerly line of Interstate 271;

Thence North 59 degrees 49 minutes 44 seconds East, along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 325.38 feet to a ½ inch iron pin found;

Thence North 62 degrees 02 minutes 12 seconds East, continuing along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 369.68 feet to a point;

Thence North 64 degrees 21 minutes 35 seconds East, continuing along the northerly line of said Lot 3 and along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 230.63 feet to a capped iron pin #5304 found;

Thence North 76 degrees 15 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 568.79 feet to a capped iron pin #5304 found;

Thence North 73 degrees 54 minutes 17 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 255.98 feet to a point;

Thence North 52 degrees 57 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 12.28 feet to a point;

Thence South 42 degrees 42 minutes 32 seconds East a distance of 473.22 feet to a point;

Thence South 74 degrees 22 minutes 50 seconds West a distance of 300.96 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 230.00 feet, a central angle of 13 degrees 35 minutes 58 seconds, a tangent distance of 27.42 feet, a chord distance of 54.46 feet which bears South 81 degrees 10 minutes 49 seconds West, a distance of 54.59 feet to a point of tangency;

Thence South 87 degrees 58 minutes 48 seconds West a distance of 93.05 feet to a point of curve;

Thence following an arc of a curve to the left having a radius of 170.00 feet, a central angle of 16 degrees 42 minutes 32 seconds, a tangent distance of 24.96 feet, a chord distance of 49.40 feet which bears South 79 degrees 37 minutes 48 seconds West, a distance of 49.58 feet to a point;

Thence North 13 degrees 51 minutes 10 seconds West a distance of 60.16 feet to a point;

Thence following an arc of a curve to the left having a radius of 230.00 feet, a central angle of 50 degrees 22 minutes 53 seconds, a tangent distance of 108.18 feet, a chord distance of 195.79 feet which bears South 47 degrees 21 minutes 17 seconds West, a distance of 202.24 feet to a point of tangency;

Thence South 22 degrees 09 minutes 50 seconds West a distance of 95.32 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 12.16 feet, a central angle of 89 degrees 56 minutes 46 seconds, a tangent distance of 12.15 feet, a chord distance of 17.19 feet which bears South 67 degrees 08 minutes 13 seconds West, a distance of 19.09 feet to a point on the northerly right of way line of Kinross Lakes Parkway (60 feet in width) and the southeasterly corner of Block C of said Kinross Lakes subdivision;

Thence North 22 degrees 06 minutes 39 seconds East, along the easterly line of said Block C, a distance of 50.00 feet to the northeasterly corner of said Block C;

Thence North 71 degrees 28 minutes 21 seconds West, along the northerly line of said Block C, a distance of 56.25 feet to the northwesterly corner of said Block C;

Thence South 14 degrees 56 minutes 39 seconds West, along the westerly line of said Block C, a distance of 50.00 feet to a point on the northerly right of way line of said Kinross Lakes Parkway;

Thence following an arc of a curve to the left, along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 400.00 feet, a central angle of 50 degrees 51 minutes 34 seconds, a tangent distance of 190.19 feet, a chord distance of 343.52 feet which bears South 79 degrees 30 minutes 52 seconds West, a distance of 355.07 feet to a point of tangency;

Thence South 54 degrees 05 minutes 05 seconds West, continuing along the northerly line of said Kinross Lakes Parkway, a distance of 189.47 feet to a point of curve;

Thence following an arc of a curve to the right, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 470.00 feet, a central angle of 57 degrees 56 minutes 58 seconds, a tangent distance of 260.25 feet, a chord distance of 455.36 feet which bears South 83 degrees 03 minutes 34 seconds West, a distance of 475.36 feet to a point of reverse curve;

Thence following an arc of a curve to the left, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 330.00 feet, a central angle of 37 degrees 31 minutes 49 seconds, a tangent distance of 112.12 feet, a chord distance of 212.31 feet which bears North 86 degrees 43 minutes 52 seconds West, a distance of 216.16 feet to a 5/8 inch rebar found at the southwesterly corner of said Lot 3;

Thence North 15 degrees 29 minutes 46 seconds West, along the westerly line of said Lot 3, a distance of 175.47 feet to the point of beginning and containing 735,580 square feet or 16.8866 acres of land, more or less.

This description is based on a survey made under the supervision of Dennis W. Stoffer, Registered Surveyor No. 7604, in January, 2016.

(Consolidation of Parcel Nos. 50-02231 and 50-02588.)

EXHIBIT B

The Development Improvements consist of the following:

The New Construction of an approximately 112,500 square foot commercial office building for the expansion of the Owner's headquarters facility located at 3250 Interstate Drive, Richfield, Ohio 44286 ("New Construction"), in which Owner anticipates (but does not warrant) will create approximately 217 new full time jobs (with related payroll of \$13,020,000) and retain 513 full time jobs with existing payroll of \$31,672,000.

EXHIBIT C

Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes

**DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE
PAYMENTS IN LIEU OF TAXES**

THIS DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES (this "Declaration") is made and executed as of _____, 2016 by **NATIONAL INTERSTATE INSURANCE COMPANY**, an Ohio corporation, with an address of 3250 Interstate Drive, Richfield, Ohio 44286 ("Developer"). Developer is hereinafter collectively with all future owners or interest holders in, to or of the TIF Parcels or any part thereof, referred to as "Declarant".

WITNESSETH:

A. On [August ____, 2016], the Council of the Village of Richfield (the "Village"), pursuant to Ohio Revised Code ("R.C.") Sections 5709.41 through 5709.43 (sometimes herein collectively called the "Act"), passed Ordinance No. _____ (the "Ordinance"), pursuant to which the City declared 100% of the increase in assessed value (the "Improvements," and as further defined in the Act and the Ordinance) of certain real property described in Exhibit A, which is attached hereto and made a part hereof (the "TIF Parcels"), to be a public purpose and exempt from taxation (the "TIF"). Such TIF exemption commences on _____, the effective date of the Ordinance, and will end 30 years thereafter, i.e., (the "TIF Expiration Date").

B. Declarant is the record and beneficial owner of fee title to the TIF Parcels.

C. Pursuant to the terms of the Ordinance, Declarant, the Village and The Revere Local School District (the "School District"), have concurrently herewith executed that certain Tax Increment Financing Compensation and Cooperative Agreement (the "Compensation Agreement"), dated as of _____.

D. The Ordinance and the Compensation Agreement require the owner or owners of the TIF Parcels to make semi-annual Service Payments (as defined in Section 1 hereof) and Declarant wishes to acknowledge and declare that the TIF Parcels are thereby subject to the obligation to make such Service Payments.

E. Declarant has agreed that it will not request a fair market valuation for the TIF Parcels below certain minimum values.

F. Words used with initial capitalization and not defined herein shall be used as defined in the Compensation Agreement.

NOW THEREFORE, Declarant hereby declares that the TIF Parcels are and shall be owned, used, held, transferred, improved and occupied subject to the following terms, covenants, conditions and provisions:

1. **Covenant to Make Service Payments.** Declarant declares for itself, its successors and its assigns that Declarant shall be responsible for making semi-annual service payments in lieu of taxes, including the payment of applicable penalties and interest accrued thereon at the rate charged by the Summit County Fiscal Office if not paid when due (collectively, "Service Payments", as further defined in the Ordinance) with respect to the Improvements pursuant to and in accordance with the requirements of the Compensation Agreement, the Act and the Ordinance. Such Service Payments shall be in such amounts as the real property taxes that would have been charged and payable against the Improvements had the exemption from taxation not been granted, and otherwise shall be in accordance with the requirements of the Act and the Compensation Agreement, including any interest assessed on any late payment of the Service Payments (currently established under R.C. Sections 323.121(B)(1) and 5703.47 as the same may be amended from time to time). Pursuant to R.C. Section 5709.42, Declarant's obligations to make the Service Payments shall be and are unconditional, and shall not and cannot be terminated for any cause, and Declarant shall not have the right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction or damage to the TIF Parcels or the structures on the TIF Parcels, commercial frustration of purpose, or any failure by the Village or the School District to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with the Compensation Agreement or the Ordinance. Declarant shall not, under any circumstances, be required in any tax year to both pay Service Payments with respect to Improvements and reimburse local taxing authorities for the amount of real property taxes that would have been payable to local taxing authorities had the Improvements not been exempted from taxation pursuant to the Ordinance.

2. **Exemption Applications.** Declarant further declares that it shall prepare and file all necessary applications and supporting documents to obtain the, exemption from real property taxation authorized by the Compensation Agreement, the Act and the Ordinance and to enable the Village to collect the Service Payments in a timely manner.

3. **Valuation of TIF Parcels.** Commencing from the date of the recording of this Declaration until the TIF Expiration Date, Declarant further declares that it will not request a fair market valuation the TIF Parcels below \$15,005,270.00, the current market valuation established by the Summit County Fiscal Office for the TIF Parcels ("Minimum Value"). In the event any of the tax parcel(s) comprising the TIF Parcels are subdivided, or are consolidated with any other tax parcel(s) which are part of the TIF Parcels, the Minimum Value shall be apportioned among the resulting tax parcel(s) based on the total square footage of the original tax parcel(s) or other equitable method employed by the owner, and shall be evidenced by an Addendum to this

Declaration filed by the owner of such TIF Parcels being subdivided or such TIF Parcels being consolidated; provided, however, that in no event will the Minimum Value applicable to such resulting TIF Parcels be less than the Minimum Value required prior to such subdivision or consolidation. In the event the owner fails to apportion the Minimum Value, such apportionment shall be determined by the Summit County Fiscal Officer and shall be binding on each owner of the subdivided and/or consolidated TIF Parcels, absent manifest error. No such Addenda shall release or be deemed to release any of the TIF Parcels from this Declaration or from the requirements set forth herein.

4. **Covenants to Run With the Land.** It is further intended and agreed that the agreements and covenants in this Declaration, including without limitation, the covenant to make Service Payments, shall (a) be covenants running with the land, and that they shall be binding upon Declarant and each and every subsequent owner of the TIF Parcels or any portion thereof, including, without limitation, any grantee in a conveyance of the TIF Parcels or any part thereof, regardless of whether or not such provision is included by the grantee in any succeeding deed by Declarant or its successors in interest to any successor in interest to the TIF Parcels or any portion thereof, for the benefit and in favor of, and is enforceable by, the Village, the School District and any assignee of the Village's or School District's interest in the Service Payments, against Declarant, and any persons claiming an interest in the TIF Parcels by or through Declarant, and against the TIF Parcels, by any remedy at law or in equity, and (b) remain in effect until the TIF Expiration Date. Such obligations to make Service Payments and Minimum Payments shall run with the land and are to be satisfied first before any creditor of Declarant or any successor in title to Declarant and shall have priority pursuant to R.C. §5709.91 over all other liens or encumbrances on the TIF Parcels. In the event of any conveyance or divestiture of title to any portion of or interest in a TIF Parcel: (a) the grantor who is divested of title shall be entirely freed and relieved of all liability hereunder accruing after the date of such conveyance or divestiture, but only with respect to any such portion or interest of the TIF Parcels conveyed or divested; (b) the grantee or the person or persons or other entity or entities who succeed to title shall be deemed to have assumed all of the covenants and obligations hereunder of the grantor of such portion or interest which accrue after the date of such conveyance or divestiture, including, without limitation, the obligations to pay Service Payments; and (c) such grantee, person or other entity succeeding to title shall take title subject to any and all unpaid liens for Service Payments against such portion of or interest in a TIF Parcel pursuant to this Declaration.

5. **Third-Party Beneficiaries.** This Declaration shall inure to the benefit of the Village, the School District and any of their respective successors and assigns, including any person to whom the Village and/or the School District may assign rights in and to any such Service Payments, each of which is an express third-party beneficiary hereof.

6. **Miscellaneous.** All references herein to the Summit County Fiscal Officer or any other governmental entity or agency shall be deemed to refer to and include any person, entity or agency succeeding to the powers, responsibility and/or authority currently held by the Summit County Fiscal Officer or such government entity or agency.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized officer.

NATIONAL INTERSTATE INSURANCE
COMPANY

By: _____
Arthur J. Gonzales, Senior Vice President,
General Counsel and Secretary

STATE OF OHIO)
)SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016 by Arthur J. Gonzales, Senior Vice President, General Counsel and Secretary of National Interstate Insurance Company, an Ohio corporation, on behalf of said company.

Notary Public

This Instrument Prepared By:
Irene M. MacDougall, Esq.
Walter | Haverfield LLP
1301 East 9th Street, Suite 3500
Cleveland, Ohio 44114-1821
(216) 928-2907

**EXHIBIT A
THE TIF PARCELS
NATIONAL INTERSTATE

CONSOLIDATED PARCEL**

July 12, 2016

Situated in the Village of Richfield, County of Summit and State of Ohio and known as being all of Lot 3 and part of Block B of the Kinross Lakes subdivision as recorded in Cabinet L, Slides 593 through 596 and more fully described as follows:

Beginning at a ½ inch iron pin found at the northwesterly corner of said Lot 3. Said corner is on the southerly line of Interstate 271;

Thence North 59 degrees 49 minutes 44 seconds East, along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 325.38 feet to a ½ inch iron pin found;

Thence North 62 degrees 02 minutes 12 seconds East, continuing along the northerly line of said Lot 3 and southerly line of Interstate 271, a distance of 369.68 feet to a point;

Thence North 64 degrees 21 minutes 35 seconds East, continuing along the northerly line of said Lot 3 and along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 230.63 feet to a capped iron pin #5304 found;

Thence North 76 degrees 15 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 568.79 feet to a capped iron pin #5304 found;

Thence North 73 degrees 54 minutes 17 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 255.98 feet to a point;

Thence North 52 degrees 57 minutes 59 seconds East, continuing along the northerly line of said Block B and southerly line of said Interstate 271, a distance of 12.28 feet to a point;

Thence South 42 degrees 42 minutes 32 seconds East a distance of 473.22 feet to a point;

Thence South 74 degrees 22 minutes 50 seconds West a distance of 300.96 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 230.00 feet, a central angle of 13 degrees 35 minutes 58 seconds, a tangent distance of 27.42 feet, a chord distance of 54.46 feet which bears South 81 degrees 10 minutes 49 seconds West, a distance of 54.59 feet to a point of tangency;

Thence South 87 degrees 58 minutes 48 seconds West a distance of 93.05 feet to a point of curve;

Thence following an arc of a curve to the left having a radius of 170.00 feet, a central angle of 16 degrees 42 minutes 32 seconds, a tangent distance of 24.96 feet, a chord distance of 49.40 feet which bears South 79 degrees 37 minutes 48 seconds West, a distance of 49.58 feet to a point;

Thence North 13 degrees 51 minutes 10 seconds West a distance of 60.16 feet to a point;

Thence following an arc of a curve to the left having a radius of 230.00 feet, a central angle of 50 degrees 22 minutes 53 seconds, a tangent distance of 108.18 feet, a chord distance of 195.79 feet which bears South 47 degrees 21 minutes 17 seconds West, a distance of 202.24 feet to a point of tangency;

Thence South 22 degrees 09 minutes 50 seconds West a distance of 95.32 feet to a point of curve;

Thence following an arc of a curve to the right having a radius of 12.16 feet, a central angle of 89 degrees 56 minutes 46 seconds, a tangent distance of 12.15 feet, a chord distance of 17.19 feet which bears South 67 degrees 08 minutes 13 seconds West, a distance of 19.09 feet to a point on the northerly right of way line of Kinross Lakes Parkway (60 feet in width) and the southeasterly corner of Block C of said Kinross Lakes subdivision;

Thence North 22 degrees 06 minutes 39 seconds East, along the easterly line of said Block C, a distance of 50.00 feet to the northeasterly corner of said Block C;

Thence North 71 degrees 28 minutes 21 seconds West, along the northerly line of said Block C, a distance of 56.25 feet to the northwesterly corner of said Block C;

Thence South 14 degrees 56 minutes 39 seconds West, along the westerly line of said Block C, a distance of 50.00 feet to a point on the northerly right of way line of said Kinross Lakes Parkway;

Thence following an arc of a curve to the left, along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 400.00 feet, a central angle of 50 degrees 51 minutes 34 seconds, a tangent distance of 190.19 feet, a chord distance of 343.52 feet which

bears South 79 degrees 30 minutes 52 seconds West, a distance of 355.07 feet to a point of tangency;

Thence South 54 degrees 05 minutes 05 seconds West, continuing along the northerly line of said Kinross Lakes Parkway, a distance of 189.47 feet to a point of curve;

Thence following an arc of a curve to the right, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 470.00 feet, a central angle of 57 degrees 56 minutes 58 seconds, a tangent distance of 260.25 feet, a chord distance of 455.36 feet which

bears South 83 degrees 03 minutes 34 seconds West, a distance of 475.36 feet to a point of reverse curve;

Thence following an arc of a curve to the left, continuing along the northerly right of way line of said Kinross Lakes Parkway, having a radius of 330.00 feet, a central angle of 37 degrees 31 minutes 49 seconds, a tangent distance of 112.12 feet, a chord distance of 212.31 feet which bears North 86 degrees 43 minutes 52 seconds West, a distance of 216.16 feet to a 5/8 inch rebar found at the southwesterly corner of said Lot 3;

Thence North 15 degrees 29 minutes 46 seconds West, along the westerly line of said Lot 3, a distance of 175.47 feet to the point of beginning and containing 735,580 square feet or 16.8866 acres of land, more or less.

This description is based on a survey made under the supervision of Dennis W. Stoffer, Registered Surveyor No. 7604, in January, 2016.

(Consolidated Parcel known as Parcel No. 50-02920, consisting of former Parcel No. 50-02231 and Parcel No. 50-02588.)

