

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PROPERTY IN THE VILLAGE TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BENEFIT SAID PROPERTIES, EXEMPTING SUCH IMPROVEMENTS TO THE PROPERTY FROM REAL PROPERTY TAXATION, AUTHORIZING THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BECOME NECESSARY, AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS AND RELATED AUTHORIZATIONS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may declare certain improvements to properties within the Village to be a public purpose, thereby authorizing the exemption of those improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owners of such parcels for the purpose of paying for public infrastructure improvements which directly benefit the properties for which the improvements were declared to be a public purpose and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, this Council desires to make the public infrastructure improvements in the Village described in Exhibit "A" hereto (the "Public Infrastructure Improvements") that once made will benefit or serve the subject property, which consists of approximately six (6) acres of vacant land (parcel nos. 5002566 and 5000903) bounded by Broadview Road and Brecksville Road and immediately adjacent to the Interstate 271 North exit ramp to Brecksville Road and as more fully described in the Legal Description of the Property attached in Exhibit "B," (the "Property") the improvements to which are declared to be a public purpose; and

WHEREAS, the Village has determined that it is necessary and appropriate and in the best interests of the Village to provide for service payments in lieu of taxes with respect to the Property (the "Service Payments") pursuant to Section 5709.42 of the Ohio Revised Code; and

WHEREAS, the Village wishes to enter into an agreement with Agrana Fruit US, Inc. ("Owner") to make Service Payments for the Public Infrastructure Improvements (the "Development Agreement") attached hereto as Exhibit "C"; and

WHEREAS, the Property is located in the Revere Local School District and the Board of Education of the Revere Local School District has been provided notice in accordance with Section 5709.83 of the Ohio Revised Code; and

WHEREAS, the Property is also located in the Cuyahoga Valley Joint Vocational School District and the Board of Education of the Cuyahoga Valley Joint Vocational School District has been provided notice in accordance with Section 5709.83 of the Ohio Revised Code; and

WHEREAS, the Revere Local School District and the Cuyahoga Valley Joint shall receive their full portion of real estate taxes based on their tax rates,

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

SECTION 1. The Council hereby designates and confirms that the improvements to the Property are determined to be a public purpose,

SECTION 2. The Public Infrastructure Improvements described in Exhibit "A", which is attached hereto and expressly incorporated by reference herein, are hereby designated as those Public Infrastructure Improvements that benefit or serve directly the Property, are necessary for the public health, safety and welfare of the People of the Village, create and preserve jobs and employment opportunities, and improve the economic welfare of the people of the Village.

SECTION 3. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in Section 5709.40) is a public purpose, and 100% of said Improvements is hereby declared to be a public purpose for a period of thirty (30) years and exempt from taxation commencing with the tax year in which the Improvements first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of ten (10) years or (2) the date on which the Village has collected into the Fund established in Section 5 hereof a total amount of Service Payments available for and sufficient (i) to pay costs of the Public Infrastructure Improvements, (ii) to pay the principal, interest and premium, if any, on financing for such costs of the Public Improvements, or (iii) to reimburse the Village for other Village funds used by the Village to pay such costs or such principal, interest or premium, prior to receipt of Service Payments, all as further provided in Section 5 hereof.

SECTION 4. As provided in Section 5709.42 of the Revised Code and as more specifically provided in the Development Agreement, the owners of the Properties are hereby required to, and shall make, annual Service Payments to the County Fiscal Officer, Treasurer's Division on or before the final dates for payment of real property taxes, which Service Payments shall be deposited in the Agrana Fruit Property Public Improvements Tax Increment Equivalent Fund established in Section 5 hereof. This Council hereby authorizes the Village Mayor, the Finance Director and the Village Law Director, and other appropriate officers of the Village, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary and incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of said Service

Payments and to enter into a Development Agreement substantially in accordance with the Agreement attached hereto as Exhibit "D," the terms of which Development Agreement are hereby approved.

SECTION 5. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Agrana Fruit Improvements 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 Properties, 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 (it being understood that pursuant to Section 5709.42 of the Ohio Revised Code, the County Fiscal Officer shall pay the Revere Local School District and the Cuyahoga Valley Joint Vocational School District directly the amounts those districts would have otherwise received as taxes consistent with Section 5709.40(D)(1) of the Ohio Revised Code):

(i) to pay any and all acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);

(ii) to pay the interest on, principal of, and any premium on bonds or notes or other obligations, including refunding bonds or notes or other obligations, issued by the Village to finance costs of the Public Infrastructure Improvements until such notes or bonds or other obligations are paid in full; and

(iii) to reimburse the Village for any funds used by the Village to pay costs of the Public Infrastructure Improvements, or to pay interest, principal, or premium on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

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 6. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development 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 5709.40(I) of the Ohio Revised Code.

As Amended 5/3/2022

SECTION 7. 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 8. 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 the Village's undertaking of the Improvements, which are 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 or appointed thereto; otherwise it shall be in full force and effect after the earliest period allowed by law.

PASSED: 5-3-2022

Boleleio Barbara
President of Council

Michael Wheeler
Mayor

Dated: 5-3-2022

ATTEST:
[Signature]
Clerk of Council

EXHIBIT A

The Public Improvements consist of the following:

1. The provisions of funds to acquire land in aid of industry, commerce, distribution, or research in accordance with Section 5709.40(A)(7) of the Revised Code.
2. Traffic control and road improvements and major repairs and resurfacing, recently completed and to be done upon or in the vicinity of the Crossroads District.
3. Communications infrastructure, including but not limited to fiber optic lines and wireless internet communications systems, for new and existing facilities in the vicinity of the Crossroads District.
4. Public sanitary sewer and/or water line improvements and major repairs for those facilities that serve users in the vicinity of the Crossroads District.
5. Village of Richfield building and capital equipment projects and purchases to facilitate the services of the Village roads, grounds, sewer, water, and general service departments for the purposes of ongoing road maintenance, right of way maintenance, sewer and water facilities maintenance, snow plowing and other services generally provided by the Village of Richfield.
6. The relocation of utilities that serve users or are otherwise in the vicinity of the Crossroads District and along Broadview Road.
7. Creation of a grant and/or loan program to encourage or promote economic development in the vicinity of the Crossroads District and along Broadview Road.
8. Village of Richfield facilities, buildings and capital equipment purchases to facilitate the provision of police, fire, emergency medical services and general administrative services provided by the Village of Richfield.
9. The acquisition of real property for the purposes stated above, for buffering between economic development areas and residential areas and for purposes of economic development within the Village of Richfield.
10. Any and all other public improvements and public infrastructure improvements, including public parking, defined under R.C. 5709.40, including any necessary appurtenances.

EXHIBIT B

LEGAL DESCRIPTION

PARCEL NO. 1:

Situated in the Village of Richfield, County of Summit, and State of Ohio and known as being part of Original Lot 2, Tract 3 of the Township of Richfield and also known as being part of land now or formerly owned by Howard W. Myers as recorded in Official Record 661, Page 828-829 of the Summit County Recorder's office and more fully described as follows:

Beginning at a P.K. nail set at the centerline intersection of Interstate 271, variable right of way, and Broadview Road (State Route 176, variable right of way);

Thence South 35 Degrees 05 Minutes 27 Seconds East, along the centerline of State Route 176, 225.14 feet to the limited access line of Interstate 271, passing over a monument assembly found at 212.20 feet;

Thence North 53 Degrees 45 Minutes 05 Seconds East, along said limited access line, 70.00 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing North 53 Degrees 45 Minutes 05 Seconds East, along said limited, access line 289.77 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line, North 81 Degrees 09 Minutes 58 Seconds East a distance of 219.32 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line South 81 Degrees 04 Minutes 10 Seconds East a distance of 13.42 feet to a 5/8" iron bar set with cap "RSP 7012" set and the true place of beginning for the parcel herein described;

Thence continuing along said limited access line South 81 Degrees 04 Minutes 10 Seconds East a distance of 183.49 feet to a 5/8" iron bar set with cap "RSP 7012" on the right of way of Brecksville Road, variable right of way;

Thence continuing along said right of way South 08 Degrees 19 Minutes 06 Seconds West a distance of 30.97 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence along said right of way South 2 Degrees 28 Minutes 55 Seconds West a distance of 300.33 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence along said right of way South 5 Degrees 51 Minutes 02 Seconds West 125.68 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said right of way South 32 Degrees 12 Minutes 56 Seconds West a distance of 58.55 feet to a 5/8" iron bar set with cap "RSP 7012" set on the right of way of Broadview Road (State Route 176), variable right of way;

Thence continuing along said right of way of State Route 176, South 86 Degrees 36 Minutes 25 Seconds West, a distance of 149.70 feet to a 5/8" iron bar set with cap "RSP 7012" set and the P.C. of a curve to the right having the following properties:

Radius 646.20 feet
Chord Bearing North 65 Degrees 22 Minutes 52 Seconds West
Delta 19 Degrees 14 Minutes 34 Seconds
Chord Length 216.01 feet

Thence along said right of way an arc length of 217.03 feet to a 5/8" iron bar set with cap "RSP 7012";

Thence North 26 Degrees 32 Minutes 17 Seconds East a distance of 505.94 feet to the true place of beginning and containing 3.4417 acres of land as surveyed by Robert S. Parks, P.S. 7012 in March, 2000.

The basis of bearings for this survey is the centerline of Interstate 271 as stated on O.D.O.T. right of way plans SUM-271-0.83 North 56 Degrees 56 Minutes 19 Seconds East.

Permanent Parcel No.: 50-00903
Routing No.: RI-00025-02-019.000

PARCEL NO. 2:

Situated in the Village of Richfield, County of Summit, and State of Ohio and known as being part of Original Lot 2, Tract 3 of the Township of Richfield and also known as being part of land now or formerly owned by Howard W. Myers as recorded in Official Record 661, Page 828-829 of the Summit County Recorder's office and more fully described as follows:

Beginning at a P.K. nail set at the centerline intersection of Interstate 271, variable right of way, and Broadview Road (State Route 176, variable right of way);

Thence South 35° 05' 27" East, along the centerline of State Route 176, 225.14 feet to the limited access line of Interstate 271, passing over a monument assembly found at 212.20 feet;

Thence North 53° 45' 05" East, along said limited access line, 70.00 feet to a 5/8" iron bar set with cap "RSP 7012" set and the true place of beginning for the parcel herein described;

Thence continuing along said limited access line 81° 09' 58" East a distance of 219.32 feet to a 5/8 iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line South 81° 04' 10" East a distance of 13.42 feet to a 5/8 iron bar set with cap "RSP 7012" set;

Thence South 26° 32' 17" West a distance of 505.94 feet to a 5/8 iron bar set with cap "RSP 7012" set on the Northerly right of way of said State Route 176 and the P.C. of a curve to the right having the following properties:

Radius 646.20 feet
Chord Bearing North 53° 25' 33" West
Delta 40° 40' 04"
Chord Length 52.63 feet

Thence continuing along said right of way and along said curve to the right an arc length of 52.64 feet to the point of compound curve to the right having the following properties:

Radius 885.51 feet
Chord Bearing North 43° 05' 31" West
Delta 16° 00' 00"
Chord Length 246.56 feet

Thence along said curve to the right an arc length of 247.36 feet;

Thence along said right of way of State Route 176, North 35° 05' 31" West a distance of 46.79 feet to the true place of beginning and containing 2.34 73 acres of land as surveyed by Robert S. Park, P.S. 7012 in March, 2000.

The basis of bearings for this survey is the centerline of Interstate 271 as stated on O.D.O.T. right of plans SUM-271-0.83 North 56° 56' 19" East.

Permanent Parcel No.: 50-02566
Routing No.: R1-00028-A2-003.000



EXHIBIT C

(Development Agreement)

JOB CREATION GRANT AGREEMENT

This Job Creation Grant Agreement (the "Agreement") is made and entered into by and between the **VILLAGE OF RICHFIELD, OHIO**, a municipal corporation, with its main offices located at 4410 West Streetsboro Road, Richfield, Ohio 44286-0387 (the "Village") and **AGRANA FRUIT US, INC.**, an Ohio corporation, with its current office located at 6850 Southpointe Parkway, Brecksville, Ohio 44141 (the "Company") and is dated as of April 19, 2022.

RECITALS

WHEREAS, the Village has encouraged the maintenance and expansion of job opportunities throughout Richfield; and

WHEREAS, the Company desires to purchase an approximate six (6) acre parcel of vacant land bounded by Broadview Road and Brecksville Road and immediately adjacent to the to Interstate 271 North exit ramp to Brecksville Road (Parcel Nos. 5002566 and 5000903) to relocate its current business operations from 6850 Southpointe Parkway, Brecksville, Ohio 44141 in order to create employment opportunities within the boundaries of Richfield (the "Project"), provided that the appropriate development incentives are available to the support the economic viability of the Project; and

WHEREAS, the Project will create employment opportunities within Richfield generating approximately \$9,300,000.00 in annual payroll in Richfield; and

WHEREAS, the Project is economically sound, will increase employment opportunities and will strengthen the economy of Richfield; and

WHEREAS, the Village desires to act under its full Home Rule powers as granted by Article XVIII, Section 3 of the Ohio Constitution, as well as its economic development powers granted under Ohio Constitution Article VIII, Section 13 and Article VIII, Section 2(p).

NOW, THEREFORE, in consideration of the significant investments to be made by the Company within Richfield in accordance with the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Project Description

The Company shall purchase an approximately six (6) acre parcel of vacant land bounded by Broadview Road and Brecksville Road and immediately adjacent to the adjacent to Interstate 271 North exit ramp to Brecksville Road (Parcel Nos. 5002566 and 5000903) and construct an approximately 35,000 square foot building on the property to house its business operations.

2. Issuance of Grant

- A. The Village shall issue a Job Creation Grant to the Company based on payroll from the relocation of the Company's business and associated employment in Richfield in accordance with the following schedule:

<u>GRANT YEAR</u>	<u>GRANT AMOUNT (As a % of Payroll Tax to the Village)</u>
1-10	15%

- B. The Job Creation grant shall be in the form of a rebate of the income tax collected on the final net annual payroll of the Company, as further described herein. For purposes of calculating the amount of the Job Creation Grant for Years 1-10, the annual payroll upon which the grant is based shall be the Company's current existing baseline payroll of \$9,300,000.00, and the Company shall receive, as the Job Creation Grant, a 15% rebate of the income tax collected on the final net payroll not exceeding the baseline payroll amount of \$9,300,000.00.

3. Grant Payments

- A. Initial Grant Payment. The initial grant payment shall be made by April 15, 2023, if the Company (i) files its Reconciliation of Return of Income Tax Withheld Form by February 28, 2023 and (ii) meets all of the eligibility requirements.
- B. Timing of Annual Grant Payments. Annual grant payments shall be made by April 15 of said year, if the Company files its Reconciliation of Village Income Tax Withheld Form by February 28th of said year, with the last grant payment occurring in calendar year 2032. If the Company requests an extension for filing of its form, the Village shall make the grant payment within three months of the extended filing date. It is the responsibility of the Company to advise the Mayor, Finance Director, and/or Economic Development Coordinator of the filing extension.
- C. Adjustment of Annual Grant Payments. The Village shall be reimbursed by the Company for any income tax payments sent by the Village to another political subdivision on behalf of an employee of the Company, or for any payment sent directly to an employee of the Company as a refund, as required by law, for years 1-10 of the term of the Agreement and for three (3) years from the end of such Agreement. In order to be reimbursed, the Village may deduct such undisputed amounts from any grant owed to the Company for the year in which the Village paid the amounts, provided that any such deduction shall be itemized in writing. The parties will endeavor in good faith to resolve any disputes concerning adjustment payments owed under this Section 3(C). To receive reimbursement from the Company for payments described above during a year in which no grant payment is to be made, or associated with the three (3) year period after the end of

the term of the Agreement, the Village must send a written payment request to the Company not later than March 31 of the year immediately following the year in which the Village made payment of refund. The Company shall reimburse the Village within 45 days of the date of the request.

- D. True Up. In addition to receiving reimbursements from the Company for payments or refunds of withheld taxes made by the Village as described in Section 3(C) of the Agreement, the Village may (1) re-determine the Company's eligibility for a grant under this Agreement for the year for which taxes paid elsewhere or refunded by the Village were originally withheld, and (2) recalculate the amount of any such grant, in accordance with the provisions of this Agreement. In the event a grant previously paid is reduced or eliminated as a result, the Village shall be reimbursed by the Company for the difference between the original grant payment and recalculated grant payment in accordance with the reimbursement procedures provided in Section 5(C).

In the event that Company vacates the Project and moves substantially all of its operations out of the Village or terminates its operations in the Village altogether during a five (5) year period beginning on the Effective Date of this Agreement, Company agrees to reimburse the Village as provided below for any grant payments received.

Reimbursement to Village if Company ceases operations in the Village:

Years 1-6:	100% of Grant Received
Year 7:	75% of Grant Received
Year 8:	50% of Grant Received
Year 9:	25% of Grant Received
Year 10:	0 % of Grant Received

4. Payment of Taxes and Filing Reports and Returns.

The Company shall pay such real and tangible personal property taxes as are charged against such property in the Village and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

5. Information for Annual Review.

The Company shall timely provide to the Village any information reasonably required by the Village to evaluate the Company's compliance with this Agreement. Moreover, by executing this Agreement, the Company shall provide the Village Administration with employee counts and payroll data during the duration of this Agreement. Village Administration includes the Economic Development Coordinator, the Mayor, and/or

Finance Director. If a public records request is made for this information, the Village, to the extent permitted by law, will notify Company of the request prior to making the document available for inspection or copying and Company shall notify the Village if it believes that any specific document or portion of a document submitted to the Village in accordance with this Agreement is exempt from the Ohio Public Records Act. The notification shall be in writing and indicate the specific document or portion of a document that Company believes is exempt from disclosure. The notification shall include the legal basis for the claimed exemption, including the applicable statutory reference and any additional information necessary to make a determination of exemption. The Village will consider the written notification in making its own independent determination of whether a specific document or portion of a document is exempt from the disclosure requirements of Ohio Revised Code Section 149.43.

6. Maintenance of Grant.

The Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the incentives granted under this Agreement including, without limitation, joining in the execution of all documentation and providing necessary information to maintain the incentives granted hereunder.

7. Certification as to Payment of Taxes.

The Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, and further certifies that it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has not been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

8. Non-Discrimination Hiring.

By executing this Agreement, the Company is committed to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

9. Transfer and Assignment.

This Agreement is not transferable or assignable without the express, written approval of Village Council. The Village acknowledges that it would be unreasonable to withhold such consent in the event of a proposed transfer or assignment to any parent, subsidiary

or affiliate of the Company or to any third party so long as with respect to all or any of such proposed transfers or assignments, the proposed transferee or assignee adequately and sufficiently demonstrates to the Village, to the Village's reasonable satisfaction, its financial ability, business experience and intentions to continue its operations in the Village in a manner similar to that of the Company in all pertinent respects and the proposed transferee and assignee acknowledges and consents, in writing, to the assignment of this Agreement.

10. Termination or Modification of Incentives.

- A. The Agreement shall terminate on the expiration of ten (10) years from the Effective Date of this Agreement.
- B. If the Project does not proceed to full completion as specified in Section 5(A)(1) of the Agreement or within the approved one-year extension period as specified in Section 5(A)(2), the Village may terminate the Agreement upon legislative approval of Village Council.
- C. If the Company fails to submit required information and/or reports as set forth in Section 6 above, the Village, after thirty (30) days written notice of said default and failure to cure, may terminate or modify this Agreement and deny or modify future grants heretofore granted from the date of the Company's breach or default.

In the case as provided in this Subsection C, the Village's termination or modification of this Agreement may be instituted only if the Company fails to cure any breach of any term of this Agreement as determined by the Village within thirty (30) days of receiving written notice of such failure from the Village or, if cure of the breach cannot be completed within thirty (30) days, if the Company has not made a good faith start of the cure, and/or not diligently pursued the same.

- D. The Village may terminate or modify this Agreement and may also require the repayment of grant payments awarded under this Agreement in accordance with Section 3(D), upon the occurrence of any of the following:
 - (i) The Village determines that the Company's certification as to delinquent taxes required by this Agreement is fraudulent or if the Company becomes delinquent in any taxes during the term of this Agreement; or
 - (ii) The Company vacates the Project and moves substantially all of its operations out of Village or terminates its operations in the Village altogether during a five (5) year period beginning on the Effective Date of this Agreement.

If the Village determines that the Company's certification as to delinquent taxes required by this Agreement is fraudulent or if the Company becomes delinquent

in any taxes during the term of this Agreement. The Village may, absent any legislative action, resolution or court ordered mandate to the contrary, collect any and all grant payments awarded under this Agreement, and the Company shall pay directly to the Village or its authorized agent any and all grant payments awarded under this Agreement due on the date the Company vacates the Project and moves substantially all of its operations out of the Village or terminates its operations in the Village altogether during the five (5) year period beginning on the Effective Date of this Agreement; or within ten (10) days from the date the Company is notified by Village that any tax certification is fraudulent or tax payments are delinquent.

E. The Company or its successor entity shall promptly notify the Village if any of the following events occur:

- (i) If control of the Company or substantially all of its assets located at the Project site is obtained by another entity or entities; or
- (ii) If the Company merges with another entity or entities; or
- (iii) If the Company substantially restructures itself through an acquisition or divestiture or otherwise;

and if any of these events affects the ability of the Company or its successor entity to substantially perform the obligations of the Company under this Agreement and to meet the employment and payroll projections set forth herein. "Control of the Company" for the purposes of this subsection means that persons and/or entities owning a majority of the financial interest in the Company on the date of this Agreement cease to own such or cease to be shareholders of the corporation that is the Company.

F. Each provision for modification or termination hereunder shall not affect the Company's obligations or the Village's rights under any other provision of this Agreement.

11. Notices.

Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

If to the Village to:	Village of Richfield 4410 West Streetsboro Road Richfield, Ohio 44286 Attention: Mayor
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With a copy to:

Law Director – Village of Richfield
c/o Walter | Haverfield LLP
The Tower at Erieview
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
Attention: Alejandro V. Cortes

If to the Company:

Evan Goldy
Head of Finance
Evan.goldy@agrana.com
(440) 262-3326

12. Condition Precedent.

The Company and the Village acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village as a condition for the Agreement to take effect.

The Village of Richfield, Ohio, by Michael Wheeler, its Mayor, pursuant to Richfield Village Council Resolution No. 24-2022, and Agrana Fruit US, Inc., by Evan Goldy, its authorized representative, have caused this Agreement to be executed as of the Effective Date set forth above.

[The Remainder of Page Left Intentionally Blank]

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

By: Michael Wheeler
Michael Wheeler, Mayor

Date: 4/20/22, 2022

And: Sandy Turk
Sandy Turk, Finance Director

Date: 5-27, 2022

AGRANA FRUIT US, INC.

By: Evan Goldy
Evan Goldy

Its: Director of Finance

Date: April 19, 2022

The legal form of the within instrument is hereby approved.

By: Alejandro V. Cortes
Alejandro V. Cortes, Law Director

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Sandy Turk

The foregoing instrument was acknowledged before me on Michael Wheeler, 2022, by Michael Wheeler, Mayor, and Sandy Turk, Finance Director of the Village of Richfield, Ohio, an Ohio political subdivision, on behalf of the Village.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]

Jo Ann Mauph
Notary Public

My Commission Expires: 10 15 2025

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Jo Ann Mauph
Notary Public, State of Ohio
My Commission Expires: October 15 2025

The foregoing instrument was acknowledged before me on April 19, 2022, by Evan Goldy of Agrana Fruit US, Inc., on behalf of Agrana Fruit US, Inc.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]

[Signature]
Notary Public

My Commission Expires: 8/29/2025

STATE OF OHIO)
)
COUNTY OF SUMMIT)
Cuyahoga



CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Sandy Lusk

Fiscal Officer

5-27-22

Date

DEVELOPMENT AGREEMENT
between
THE VILLAGE OF RICHFIELD
and
AGRANA FRUIT US, INC.

This Development Agreement is made and entered into as of April 19, 2022, by and between **VILLAGE OF RICHFIELD, OHIO**, a municipal corporation, with its main offices located at 4410 West Streetsboro Road, Richfield, Ohio 44286-0387 (the "Village") and **AGRANA FRUIT US, INC.**, an Ohio corporation, with its current office located at 6850 Southpointe Parkway, Brecksville, Ohio 44141 (the "Owner").

Recitals

WHEREAS, the Village desires 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 tax increment financing; and

WHEREAS, 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 Article VIII, Section 13 Ohio Constitution, the Village Council adopted a TIF Ordinance on April 19, 2022 in accordance with the Act and the TIF Program for the development and financing of the Project within the boundaries of the Village; and

WHEREAS, the Village will provide funds for Public Improvements, including the acquisition of land in aid of industry, commerce, distribution, or research to stand as the Public Improvements in accordance with Section 5709.40(A)(7), Revised Code, which Public Improvements are intended 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 Development Property and the people of the Village in general; and

WHEREAS, 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 Public Improvements. The Owner is willing to complete the Development Improvements on the Development Property, to make the Service Payments, and to perform such other actions required by the Owner as described in this Development Agreement; and

WHEREAS, as part of carrying out the Village's obligations, the Village intends to provide funds for the Public Improvements in an amount presently estimated at \$150,000.00, (the "Land Payment"). 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 New Construction, 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 New Construction is a public purpose and will be exempt from real property taxation for Thirty (30) years (the "Exemption Period") except that the Revere Local School District and the Cuyahoga Valley

Joint Vocational School District shall receive its full portion of real estate taxes based on their tax rates per Section 5709.40(D)(1), Revised Code; and

WHEREAS, the Village has determined that the development of the New Construction by the Owner on the Development Property 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; and

WHEREAS, the Village has delivered to the Board of Education of the Revere Local School District (the "Revere Local School Board") on April 15, 2022, and the Cuyahoga Valley Joint Vocational School District on April 15, 2022 written notice of the Village's intent to declare the New Construction to be a public purpose in accordance with the TIF Program.

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 Construct Public Improvements.

Subject to the terms of this Development Agreement, the Village agrees to provide a Land Payment of \$150,000.00 to Owner to be used only in connection with the acquisition of an approximate six (6) acre parcel of vacant land bounded by Broadview Road and Brecksville Road and immediately adjacent to the to Interstate 271 North exit ramp to Brecksville Road (Parcel Nos. 5002566 and 5000903) in aid of industry, commerce, distribution, or research to stand as the Public Improvements described in Exhibit "D" in accordance with a time schedule and improvement descriptions to be determined by the agreement of the Village and Owner.

Article II
The Owner

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

- (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) The signing, delivery, and performance of this Development Agreement has been duly authorized by all requisition corporate action.

Section 2.2 Acquisition of Development Property. As of the date of this Development Agreement, Owner has acquired fee title to all of the Development Property, which is located on Permanent Parcel Numbers 5002566 and 5000903 within the boundaries of the Village, and has paid all costs associated with this acquisition of title including all real estate taxes due and owing.

Section 2.3 Development of Property. The Owner agrees, subject to Village approval, to construct on the Development Property an approximately 35,000 square foot building and other improvements (the "New Construction"), 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. The Owner also agrees to use its best efforts to design its New Construction and the Development Improvements in accordance with all local building and zoning codes and applicable regulations and law, including but not limited to the Village's Crossroads District Plan and Crossroads District Design Guidelines, in an effort to minimize the need for any variance requests.

Section 2.4 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.

Section 2.5 Land Payment and Special Assessment. Upon execution of this Agreement, the Owner shall petition the Village pursuant to Section 727.06, Revised Code in a form satisfactory to the Village, to cause the Land Payment to be made and to Levy a Land Payment Assessment to secure the Land Payment. The total Land Payment Assessment shall be in an amount equal to 100% of the Land Payment, plus administrative fees and statutory interest as of the date of this Agreement, and shall be payable upon final development plan approval by

the Village's Planning Commission. The Land Payment Assessment will be collected by the County each year only if necessary in the event of owner's default in the Service Payment.

Article III Exemption from Real Property Taxation

Section 3.1 Exemption of New Construction. The Village hereby declares that the increase in assessed valuation of the Development Improvements by reason of all New Construction is a public purpose and determines that 100% of the assessed valuation of the New Construction is exempt from real property taxation for Thirty (30) years by all political subdivisions and taxing districts, except the Revere Local School District and the Cuyahoga Valley Joint Vocational School District shall receive its full portion of real estate taxes based on their tax rates from the Service Payment. The exemption will commence separately for each portion of the New Construction, as of the first tax year that each and any portion of the value of the New Construction appears on the tax list and duplicate, or would appear on the tax list and duplicate but for the exemption, and will extend for the Exemption Period.

Section 3.2 Service Payment. The Owner must make Service Payments to the Village 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 Development Property 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 New Construction 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 New Construction. 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 New Construction 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 Development Property, 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 Development Property, or any portion thereof. 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 Development Property and the New Construction other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of record in Summit County, Ohio, including this Development Agreement, as may be necessary to preserve and protect such covenants running with the land.

- (c) The Village will prepare and file in cooperation with the Owner any necessary applications and supporting documents to obtain the exemption from real property taxation for the New Construction to enable the Village to collect the Service Payments and to disburse these payments to or for the account of the Village. The Village will cooperate with the Owner in connection with the preparation and filing of any required exemption applications.
- (d) Subject to Section 5.9, upon prior approval as evidenced by a Resolution passed by the Village Council and so long as no earlier than the date being the ninth anniversary of the effective date of this Development Agreement, the Owner may sell, lease, or otherwise convey any portion of the Development Property. If the transfer provides that the transferee assumes the obligations under this Development Agreement to make Service Payments with respect to the New Construction on the portion of the Development Property transferred, the Owner will be released from its obligations under this Development Agreement to make those Service Payments with respect to that New Construction. The agreement to make Service Payments under this Development Agreement is a covenant running with the land. Subject to the foregoing, the obligations of the Owner to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and the Owner 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 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 \$10,000,000.00. The parties acknowledge that this is an estimate and that the failure to achieve that level of New Construction 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 90 days after notice, for default other than failure to pay Service Payments, and for a period of 60 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 90 days after 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.

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 this Development Agreement. Notwithstanding the foregoing, in the event that the New Construction and Development Improvements have not been fully completed, occupancy permits granted and the New Construction and Development Improvements placed upon the tax duplicate within 12 months from the execution of this Agreement, then this Development Agreement shall be deemed null and void and of no further force or effect, unless extended in writing by mutual agreement of the Village and the Owner.

Section 5.2 Progress and Other Reports.

- (a) Upon execution of this Development Agreement and until the completion of all the New Construction and Development Improvements and not less frequently than every 30 days, the Owner must provide periodic written updates as to the actual progress of the Owner with respect to construction of the New Construction and 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 Development Property, 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 Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the Village.

Section 5.4 Force Majeure. If the Owner is delayed or hindered in, or prevented from the performance of any covenant or obligation of the Owner with respect to performance of the New Construction as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with enemy acts, fire or other casualty, or other cause beyond the reasonable control of the Owner (including failure to obtain necessary governmental approvals after the Owner's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance or prevention. The Owner's right to this extension will only be permitted if the Owner provides written notice of the delay within 45 days of the date the Owner obtains knowledge of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section constitute a termination of this Development Agreement.

Section 5.5 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 5.6 Entire Agreement. This Development Agreement and related Job Creation Grant Agreement, Compensation Agreements, TIF Ordinance set forth the entire agreement between the parties as to its subject matter and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

Section 5.7 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 5.8 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 Michael Wheeler
Village of Richfield
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387
Telephone: (330) 659-9201
Facsimile: (330) 659-4906
mwheeler@richfieldvillageohio.org

With a copy to:

Alejandro V. Cortes, Esq.
Walter & Haverfield LLP
The Tower at Erieview
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
Telephone: (216) 619-7877
Facsimile: (216) 575-0911
acortes@walterhav.com

(b) Notices to the Owner:

Evan Goldy
Head of Finance
Evan.goldy@agrana.com
(440) 262-3326

(c) With a copy to:

XXXXXXXXXXXX

Section 5.9 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, which consent must not be unreasonably withheld.

Section 5.10 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 5.11 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 5.12 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 5.13 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.

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

By: Michael Wheeler
Michael Wheeler, Mayor

Date: 4/20/, 2022

And: Sandy Turk
Sandy Turk, Finance Director

Date: 5-27, 2022

AGRANA FRUIT US, INC.

By: Evan Goldy
Evan Goldy

Its: Director of Finance

Date: April 19, 2022

The legal form of the within instrument is hereby approved.

By: Alejandro V. Cortes
Alejandro V. Cortes, Law Director

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on Sandy Turk Michael Wheeler, 2022, by Michael Wheeler, Mayor, and Sandy Turk, Finance Director of the Village of Richfield, Ohio, an Ohio political subdivision, on behalf of the Village.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]

Jo Ann Maupin
Notary Public

My Commission Expires: 10-15-2025

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Jo Ann Maupin
Notary Public, State of Ohio
My Commission Expires: October 15 2025

The foregoing instrument was acknowledged before me on April 19, 2022, by Evan Goldy of Agrana Fruit US, Inc., on behalf of Agrana Fruit US, Inc.

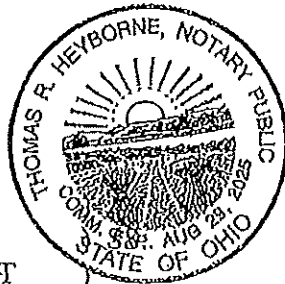
This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

[SEAL]

[Signature]
Notary Public

My Commission Expires: 8/29/2025

STATE OF OHIO)
)
COUNTY OF SUMMIT)
Cuyahoga



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 2022 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.

Sandy Turk
Director of Finance, Sandy Turk

5-27-22
Date

INDEX OF EXHIBITS

Schedule 1	..	Definitions
Exhibit A	-	The Property
Exhibit B	-	The Development Property
Exhibit C	-	The Development Improvements
Exhibit D	-	The Public Improvements

**Schedule 1
Definitions**

The following defined terms are used in the Development Agreement:

"Act" means Sections 5709.40, et seq., Revised Code.

"Applicable Laws" means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the Act, governing the design, planning, construction, and installation of the Public Improvements.

"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 _____, 2022, 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 Development Property described in Exhibit B.

"Development Property" means the real property identified as Parcel Nos. 5002566 and 5000903, shown in Exhibit A and 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 New Construction, established in the TIF Ordinance and beginning in the tax years described in Section 3.1 for each portion of the New Construction.

"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" means collectively the Development Improvements and the Public Improvements.

"New Construction" means the buildings and other improvements constructed on the Development Property after the date of this Development Agreement during the Exemption Period, including the Development Improvements.

"Owner" means Agrana Fruit US, Inc.

"Permitted Encumbrances" means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. 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 Improvements to the Development Property.

"Public Improvements" means the land acquisition in aid of industry, commerce, distribution or research and any installation deemed necessary of additional sewer improvements, development and construction of public facilities, road extensions, intersection upgrades, reconstruction of roadways, and related public infrastructure improvements described in Exhibit D.

"Revere Local School Board" means the Board of Education of 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.

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

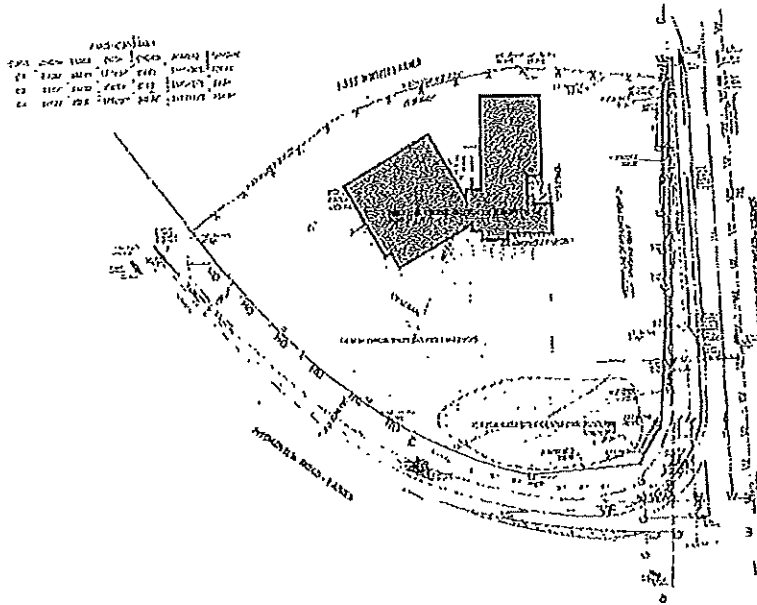
"TIF Ordinance" means Ordinance No. 25-2022, adopted April 19, 2022 by Village Council declaring a portion of improvements to be a public purpose and approving an agreement for tax increment financing for public infrastructure improvements benefiting those parcels.

"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

MAP OF PROPERTY



Agrana Fruit US



EXHIBIT B

LEGAL DESCRIPTION

PARCEL NO. 1:

Situated in the Village of Richfield, County of Summit, and State of Ohio and known as being part of Original Lot 2, Tract 3 of the Township of Richfield and also known as being part of land now or formerly owned by Howard W. Myers as recorded in Official Record 661, Page 828-829 of the Summit County Recorder's office and more fully described as follows:

Beginning at a P.K. nail set at the centerline intersection of Interstate 271, variable right of way, and Broadview Road (State Route 176, variable right of way);

Thence South 35 Degrees 05 Minutes 27 Seconds East, along the centerline of State Route 176, 225.14 feet to the limited access line of Interstate 271, passing over a monument assembly found at 212.20 feet;

Thence North 53 Degrees 45 Minutes 05 Seconds East, along said limited access line, 70.00 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing North 53 Degrees 45 Minutes 05 Seconds East, along said limited, access line 289.77 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line, North 81 Degrees 09 Minutes 58 Seconds East a distance of 219.32 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line South 81 Degrees 04 Minutes 10 Seconds East a distance of 13.42 feet to a 5/8" iron bar set with cap "RSP 7012" set and the true place of beginning for the parcel herein described;

Thence continuing along said limited access line South 81 Degrees 04 Minutes 10 Seconds East a distance of 183.49 feet to a 5/8" iron bar set with cap "RSP 7012" on the right of way of Brecksville Road, variable right of way;

Thence continuing along said right of way South 08 Degrees 19 Minutes 06 Seconds West a distance of 30.97 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence along said right of way South 2 Degrees 28 Minutes 55 Seconds West a distance of 300.33 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence along said right of way South 5 Degrees 51 Minutes 02 Seconds West 125.68 feet to a 5/8" iron bar set with cap "RSP 7012" set;

Thence continuing along said right of way South 32 Degrees 12 Minutes 56 Seconds West a distance of 58.55 feet to a 5/8" iron bar set with cap "RSP 7012" set on the right of way of Broadview Road (State Route 176), variable right of way;

Thence continuing along said right of way of State Route 176, South 86 Degrees 36 Minutes 25 Seconds West, a distance of 149.70 feet to a 5/8" iron bar set with cap "RSP 7012" set and the P.C. of a curve to the right having the following properties:

Radius 646.20 feet
Chord Bearing North 65 Degrees 22 Minutes 52 Seconds West
Delta 19 Degrees 14 Minutes 34 Seconds
Chord Length 216.01 feet

Thence along said right of way an arc length of 217.03 feet to a 5/8" iron bar set with cap "RSP 7012";

Thence North 26 Degrees 32 Minutes 17 Seconds East a distance of 505.94 feet to the true place of beginning and containing 3.4417 acres of land as surveyed by Robert S. Parks, P.S. 7012 in March, 2000.

The basis of bearings for this survey is the centerline of Interstate 271 as stated on O.D.O.T. right of way plans SUM-271-0.83 North 56 Degrees 56 Minutes 19 Seconds East.

Permanent Parcel No.: 50-00903
Routing No.: RI-00025-02-019.000

PARCEL NO. 2:

Situated in the Village of Richfield, County of Summit, and State of Ohio and known as being part of Original Lot 2, Tract 3 of the Township of Richfield and also known as being part of land now or formerly owned by Howard W. Myers as recorded in Official Record 661, Page 828-829 of the Summit County Recorder's office and more fully described as follows:

Beginning at a P.K. nail set at the centerline intersection of Interstate 271, variable right of way, and Broadview Road (State Route 176, variable right of way);

Thence South 35° 05' 27" East, along the centerline of State Route 176, 225.14 feet to the limited access line of Interstate 271, passing over a monument assembly found at 212.20 feet;

Thence North 53° 45' 05" East, along said limited access line, 70.00 feet to a 5/8" iron bar set with cap "RSP 7012" set and the true place of beginning for the parcel herein described;

Thence continuing along said limited access line 81° 09' 58" East a distance of 219.32 feet to a 5/8 iron bar set with cap "RSP 7012" set;

Thence continuing along said limited access line South 81° 04' 10" East a distance of 13.42 feet to a 5/8 iron bar set with cap "RSP 7012" set;

Thence South 26° 32' 17" West a distance of 505.94 feet to a 5/8 iron bar set with cap "RSP 7012" set on the Northerly right of way of said State Route 176 and the P.C. of a curve to the right having the following properties:

Radius 646.20 feet
Chord Bearing North 53° 25' 33" West
Delta 40° 40' 04"
Chord Length 52.63 feet

Thence continuing along said right of way and along said curve to the right an arc length of 52.64 feet to the point of compound curve to the right having the following properties:

Radius 885.51 feet
Chord Bearing North 43° 05' 31" West
Delta 16° 00' 00"
Chord Length 246.56 feet

Thence along said curve to the right an arc length of 247.36 feet;

Thence along said right of way of State Route 176, North 35° 05' 31" West a distance of 46.79 feet to the true place of beginning and containing 2.34 73 acres of land as surveyed by Robert S. Park, P.S. 7012 in March, 2000.

The basis of bearings for this survey is the centerline of Interstate 271 as stated on O.D.O.T. right of plans SUM-271-0.83 North 56° 56' 19" East.

Permanent Parcel No.: 50-02566
Routing No.: RI-00028-A2-003.000

EXHIBIT C

DEVELOPMENT IMPROVEMENTS

The Development Improvements consist of the following:

The New Construction of an approximately 35,000 square foot commercial building for Agrana Fruit US, Inc., to relocate and expand its business operations which shall include office, researching, manufacturing and warehousing space.

Such other New Construction constructed by the Owner during the Exemption Period on the Development Property.

EXHIBIT D

PUBLIC IMPROVEMENTS

The Public Improvements consist of the following:

1. The provisions of funds to acquire land in aid of industry, commerce, distribution, or research in accordance with Section 5709.40(A)(7) of the Revised Code.
2. Traffic control and road improvements and major repairs and resurfacing, recently completed and to be done upon or in the vicinity of the Crossroads District.
3. Communications infrastructure, including but not limited to fiber optic lines and wireless internet communications systems, for new and existing facilities in the vicinity of the Crossroads District.
4. Public sanitary sewer and/or water line improvements and major repairs for those facilities that serve users in the vicinity of the Crossroads District.
5. Village of Richfield building and capital equipment projects and purchases to facilitate the services of the Village roads, grounds, sewer, water, and general service departments for the purposes of ongoing road maintenance, right of way maintenance, sewer and water facilities maintenance, snow plowing and other services generally provided by the Village of Richfield.
6. Village of Richfield facilities, buildings and capital equipment purchases to facilitate the provision of police, fire, emergency medical services and general administrative services provided by the Village of Richfield.
7. The acquisition of real property for the purposes stated above, for buffering between economic development areas and residential areas and for purposes of economic development within the Village of Richfield.
8. Any and all other public improvements and public infrastructure improvements, including public parking, defined under R.C. 5709.40, including any necessary appurtenances.

AN ORDINANCE AMENDING SECTIONS 1103.03 AND 1181.15 OF THE PLANNING AND ZONING CODE PERTAINING TO THE REGULATION OF PORTABLE STORAGE CONTAINERS

WHEREAS, the Village continually receives complaints about the use of portable storage containers in the Village;

WHEREAS, Council finds that the use of portable storage containers in the Village compromises the health, safety, and welfare of the Village;

WHEREAS, the Village Council wishes to regulate portable storage containers in the Village.

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

SECTION 1. Section 1103.03, "Definitions" of Chapter 1103 of the Planning and Zoning Code of the Codified Ordinances of the Village of Richfield is hereby amended as follows:

"A "portable storage container" is a permanent or temporary building/structure designed and used for storage that may be delivered onsite and picked up and removed to a different location. Examples of portable storage containers include shipping containers, PODs, or similar items commercially available for the same purpose. A dumpster is a portable storage container, unless it is used for holding waste, garbage, or refuse."

SECTION 2. That any ordinances or resolutions in conflict with the foregoing are hereby repealed.

SECTION 3. Section 1181.15, Temporary Buildings of Chapter 1181 of the Planning and Zoning Code of the Village of Richfield is hereby amended as follows:

"1181.15 TEMPORARY BUILDINGS OR STRUCTURES AND PORTABLE STORAGE CONTAINERS.

Temporary buildings or structures for uses incidental to construction work on multiple lots in the Village or for public improvement projects in the Village may be erected within the district(s) in which the work is taking place. The exact location of said temporary buildings or structures is subject to the approval of the Zoning Inspector. However, such temporary buildings or structures shall be removed upon completion or abandonment of the construction work.

Portable storage containers are prohibited in all residential Zoning Districts except: (a) during active construction on a residential property, ~~one-three~~ portable storage containers may be placed on the property where construction is taking place during the first 60 days of active construction; and (b) when someone is moving in or out of a residential property, ~~one-three~~ temporary storage containers may be placed on the residential property for a period of no more than 10 days, unless otherwise authorized by the Director of Planning and Zoning. A zoning certificate is required before any portable storage container can be placed in a residential Zoning District under (a) or (b).

In non-residential districts, ~~one-three~~ portable storage containers may be placed on a property as a non-permanent accessory use solely to provide temporary storage during the duration of an active construction project taking place on the same property, adjacent property under common ownership, or on municipally owned land. If more than ~~one-(1)three~~ portable storage containers are is needed, approval of the request for additional storage containers must be made during the development plan review process with Planning Commission. The portable storage container(s) shall be removed upon completion or abandonment of the construction work.

For the avoidance of doubt, a portable storage container is prohibited as a permanent accessory storage structure or building everywhere in the Village.”

SECTION 4. That any ordinances or resolutions in conflict with the foregoing are hereby repealed.

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Resolution shall be in full force and effect after the earliest period allowed by law.

PASSED: _____

President of Council

Mayor

Dated: _____

ATTEST:

Clerk of Council

