

## **COOPERATION AGREEMENT**

This Cooperation Agreement (the “Agreement”) is entered into so as to be effective on the last date of signature below (the “Effective Date”), by and among the **CITY OF WASHINGTON COURT HOUSE, OHIO**, a municipal corporation duly organized and validly existing under the Constitution, its Charter, and laws of the State of Ohio, with offices located at 105 North Main Street, Washington Court House, Ohio 43160 (the “City”), **JEFFERSON TOWNSHIP, OHIO**, a township located in Fayette County, Ohio duly organized and validly existing under the Constitution and laws of the State of Ohio, with offices located at 28 South Main Street, Jeffersonville, Ohio 43128 (the “Township”), and **AMAZON DATA SERVICES, INC.** (the “Company”). The City, the Township and the Company may be referred to herein individually as a “Party” and together as the “Parties.”

### **WITNESSETH THAT:**

WHEREAS, the Company has acquired or shall acquire the real property described and depicted in **Exhibit A** (the “Subject Property”) and intends to develop, construct, and operate on that Subject Property one or more data centers as well as certain buildings, structures, and infrastructure for accessory, supporting, associated, or related uses, including, but not limited to offices and utility buildings, structures, and appurtenances (collectively, the “Project”);

WHEREAS, the Company’s development of the Project and contribution to the development of infrastructure supporting the Project will provide benefits to the City and the Township;

WHEREAS, the Company’s decision to develop the Project depends on the availability of certain economic development incentives, including a real property tax exemption for the Project under the Community Reinvestment Area program pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through R.C. 3735.70 (collectively, the “CRA Act”);

WHEREAS, the Project is also expected to receive, or has received, support from Fayette County (the “County”) including a Community Reinvestment Area Agreement (the “CRA Agreement”) that will provide a 100%, 30-year real property tax exemption (the “CRA Exemption”) for the Project pursuant to the CRA Act;

WHEREAS, in consideration of the CRA Exemption, the Company has agreed in the CRA Agreement, for each year while the CRA Exemption is in effect (each, an “Exemption Year”), to pay to the County an amount equal to twenty percent (20%) of the real property taxes that would have been charged and payable that year upon the real property that is exempted under the CRA Agreement had such real property not been exempted from taxation, as finally and conclusively determined following all proceedings to determine the true value of the real property for the Exemption Year in question including the exhaustion of all appeal rights (the “Company Payment”), and the County intends to make a compensation payment to the Township, pursuant to the CRA Agreement and solely from Company Payments actually received by the County, in an amount equal to twenty percent (20%) of the real property taxes that the Township would have received with respect to the Project, but for the CRA Exemption (the “Township PILOT”);

WHEREAS, pursuant to R.C. Sections 715.72 through 715.81 (the “JEDD Statutes”), the City and Township have entered into the Jefferson Township – Washington Court House Joint Economic Development District Contract dated May 18, 2020, as amended by the Amendment to the JEDD Contract dated March 9, 2023, and as may be amended further from time to time (the “JEDD Contract”), which established the Jefferson Township – Washington Court House Joint Economic Development District (the “JEDD”) on certain real property within the Township (the “District”);

WHEREAS, pursuant to Section 10 of the JEDD Contract and R.C. Section 715.72(F)(5)(b), the Board of Directors of the Jefferson Township – Washington Court House Joint Economic Development District have imposed a 1.95% tax on both the income earned by persons employed or residing within the District and the net profit of businesses operating within the District;

WHEREAS, in accordance with the terms of the JEDD Contract and R.C. Section 715.72(L), the City and Township intend to further amend the JEDD Contract in order to expand the District to include the Subject Property;

WHEREAS, a copy of the proposed amendment to the JEDD Contract is attached to this Agreement as Exhibit B (the “Second Amendment to the JEDD Contract”);

WHEREAS, following the execution of this Agreement and execution and delivery by the Company of a Petition (as defined below), the City and Township intend to take all steps required to approve and execute the Second Amendment to the JEDD Contract, substantially in the form attached hereto as Exhibit B, and without any changes detrimental to the Company or otherwise inconsistent with this Agreement, except as may be required pursuant to the JEDD Contract or R.C. Section 715.72(L) from time to time;

WHEREAS, pursuant to the terms of this Agreement, the Company is willing to support the expansion of the District to include the Subject Property and execute a petition substantially in the form attached hereto as Exhibit C (the “Petition”), as the sole owner of real property within the Subject Property as of the date of the Petition, to support the incorporation of the Subject Property into the District through the Second Amendment to the JEDD Contract and the JEDD Statutes;

WHEREAS, the success of the Project depends upon the long-term commitment of substantial resources of the Company with respect to the planning, financing, scheduling, and construction of the Project, and as such, the Parties wish to enter into this Agreement to obtain and provide assurances to and from each other before the Company makes a determination to invest substantial Company resources;

WHEREAS, the City, through Ordinance No. 10-2025 dated May 5, 2025, has approved and authorized the execution and performance of this Agreement (the “City Approval Ordinance”);

WHEREAS, the Township, through Resolution No. 10 dated May 19, 2025, has approved and authorized the execution and performance of this Agreement (the “Township Approval Resolution”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Township and the Company agree as follows:

## **ARTICLE I** **PETITION AND CONSENT TO PROPERTY TAX EXEMPTION**

1.1 JEDD Petition. By no later than thirty (30) business days after the latest of (i) the effective date of the CRA Agreement, (ii) the effective date of the City Approval Ordinance and the Township Approval Resolution, or (iii) the expiration of the period for referendum with respect to the City Approval Ordinance and the Township Approval Resolution, the Company shall execute and deliver the Petition, as the sole owner of real property within the Subject Property as of the date of such Petition, to the City and Township. Upon receipt of the Petition, the City and the Township, through recommendations by their respective staff, intend to have their respective legislative authorities consider approval for the remaining procedures for adding the Subject Property to the District pursuant to the JEDD Contract, R.C. Section 715.72, and the other provisions of the JEDD Statutes. The Company will make a good faith effort to comply with any reasonable requests for assistance from the City or Township in connection with contractors working on the Project that do not comply with the City or Township’s requests for information and/or tax laws, provided that failure to meet any obligations under this paragraph is not a breach of this Agreement.

1.2 Consent to Property Tax Exemption. In consideration of the Company’s commitment to execute the Petition, the City and the Township hereby consent to the grant of the 100%, 30-year real property tax exemption for the Project pursuant to the CRA Agreement and the CRA Act and in accordance with Section 715.81 of the Ohio Revised Code. The City and the Township each agree to cooperate and use their best efforts and take all actions reasonably required or requested by the Company to enable the Company to secure real property tax exemption for the Project, or any portion thereof, pursuant to the CRA Agreement and the CRA Act. The Township acknowledges and agrees that the Township PILOT to be provided by the County to the Township is pursuant to R.C. Section 5709.82 and comprises the entirety of the compensation to which the Township may be entitled in connection with the CRA Exemption authorized pursuant to the CRA Agreement; accordingly, the Township waives any and all Township rights to receive any other compensation, including any additional compensation that may be provided for under R.C. Section 5709.82. The Township further acknowledges and agrees that the Company will not be responsible or liable for any County use, distribution, or failure to use or distribute the proceeds of any Company Payment.

1.3 Cooperation with JEDD Collections. The Company will make a good faith effort to comply with any reasonable requests for assistance from the City and the Township in connection with contractors working on the Project that do not comply with the City’s or the Township’s requests for information and/or tax laws, provided that failure to meet any obligations

under this paragraph is not a breach of this Agreement. The Company's obligations under this Section 1.3 shall survive termination of this Agreement.

## **ARTICLE II MISCELLANEOUS**

**2.1 Transfer and Assignment.** Except as provided below, no Party may transfer or assign this Agreement or the benefits and obligations thereof without the express prior written approval of the City and the Township (if transfer or assignment is requested by the Company) or the Company (if transfer or assignment is requested by the City or the Township), which approval will not be unreasonably conditioned, withheld or delayed. The City and the Township hereby approve transfer, assignment, or both, of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees. "Permitted Transferee" as used herein means: (i) each person or entity which is an assignee or transferee by sale or other means of transfer of all or any part of a building or the Subject Property; (ii) any affiliate or entity affiliated with any Permitted Transferee described in the preceding clause (i); or (iii) successor entities to the Company or any Permitted Transferee described in the preceding clauses (i) and (ii) in connection with a public offering, consolidation, reorganization, dissolution, acquisition, merger, sale of stock, membership, or partnership interests or of all or substantially all assets or any similar transaction, or in connection with any financing transaction entered into for the Project, including but not limited to any financing transaction under Ohio Revised Code Chapter 4582.

**2.2 Termination.** Unless terminated earlier pursuant to its terms, this Agreement will be in full force and effect until December 31 of the last tax year in which an exemption can be claimed or applied for the Project pursuant to the CRA Agreement, after which this Agreement and the obligations of all Parties will terminate; provided, however, that Section 2.12 (Governing Law; Venue) will each survive termination of this Agreement. Provided that the Petition is submitted to both the City and the Township and remains in full force and effect for a period sufficient for the City and the Township to add the Subject Property to the territory of the District and remain within the territory of the District, the Company has the right to terminate this Agreement for any reason or no reason by delivering written notice to each of the other Parties.

**2.3 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Agreement.

**2.4 Severability; Construction; Headings.** If any provision of this Agreement or the application of any such provision to any such person or any circumstance is determined to be invalid, illegal, or unenforceable, then such determination will not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions will remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision will have the meaning which renders it valid. Furthermore, in lieu of any illegal, invalid, or unenforceable provision, there will be added by the mutual consent of the Parties as a part of this Agreement a provision as similar in terms to that illegal, invalid, or unenforceable provision as may be possible that is and will be legal, valid, and enforceable. The captions and headings in this

Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

2.5 Validity. The Parties covenant and agree that they are prohibited from challenging the validity of this Agreement. The Parties each waive any defects in any proceedings related to this Agreement. If the validity of this Agreement is challenged by any entity or individual, whether private or public, the Company, City and Township will advocate diligently and in good faith in support of the validity of this Agreement.

2.6 Estoppel Certificate. Upon request of the Company, the Township or City, as requested by the Company, will execute and deliver to the Company or any proposed purchaser, mortgagee, or lessee a certificate stating: (a) that this Agreement is in full force and effect, if true; (b) that the Company is not in default under any of the terms, covenants or conditions of this Agreement, or if the Company is in default, specifying any such default; and (c) such other matters as the Company reasonably requests.

2.7 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements, and conditions of any nature whatsoever regarding the subject matter hereof. No amendment, waiver, or discharge of any provision herein will be effective against either Party without the written consent of both Parties.

2.8 Legal Authority: Binding Effect. The Parties respectively represent and covenant that each is legally empowered to execute, deliver, and perform this Agreement and to enter into and carry out the matters contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

2.9 No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that: (i) no individual or entity will be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the Parties; (iii) no other individual or entity will obtain any right to make any claim against the Parties under the provisions of this Agreement; and (iv) no provision of this Agreement will be construed or interpreted to confer third-party beneficiary status on any individual or entity.

2.10 Each Party Responsible for its Own Costs. Each Party will be responsible for its own costs incurred in performing its obligations under this Agreement.

2.11 Dispute Resolution. In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with this Agreement (including disputes as to the creation, validity, or interpretation of this Agreement) (a “Dispute”), then upon the written request of a Party, each of the Parties will appoint a designated senior executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in

connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party.

2.12 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. The Parties designate the Court of Common Pleas of Fayette County, Ohio as the forum where all matters pertaining to this Agreement may be adjudicated, and by the foregoing designation, consent to the jurisdiction and venue of such courts for the purpose of adjudicating all matters pertaining to this Agreement. To the extent permitted by the laws of the State of Ohio and not otherwise specified in this Agreement, this Agreement and all related documents will be construed in accordance with law and any applicable regulations in effect as of the Effective Date. With respect to any proceeding or action arising out of or in any way related to this Agreement (whether in contract, tort, equity or otherwise) the Parties knowingly, intentionally, and irrevocably waive their right to trial by jury.

2.13 No Partnership or Joint Venture. Notwithstanding anything herein to the contrary, nothing herein is intended or will be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the Parties or as designating any Party to the Agreement as the agent or representative of any other Party to the Agreement for any purpose.

2.14 Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

2.15 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt or refusal, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notice shall be addressed as follows:

(i) To the City at:

City of Washington Court House  
105 N. Main Street  
Washington Court House, OH 43160  
Attention: City Manager

(ii) To the Township at:

Jefferson Township  
28 South Main Street  
Jeffersonville, OH 43128

With a copy to:

Fayette County  
119 E. Market Street  
Washington Court House, OH 43160  
ATTN: Prosecuting Attorney

(iii) To the Company at:

Amazon.com, Inc.  
Attention: General Counsel  
P.O. Box 81226  
Seattle, WA 98108-1226  
Contracts-legal@amazon.com

With a courtesy copy, which is not required notice, to:

Amazon.com, Inc.  
410 Terry Ave. N  
Seattle, WA 98109  
Attention: Infrastructure Global Expansion, Economic Development  
Aws-econ-dev@amazon.com

With a courtesy copy, which is not required notice, to:

Amazon.com, Inc.  
Attention: Property Tax  
P.O. Box 80416  
Seattle, WA 98108-0416

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

*[This Space Intentionally Left Blank – Signature Pages to Follow]*

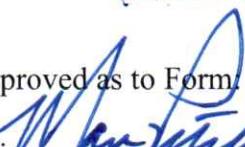
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates written below, to be effective on the date of the last signature hereto.

## CITY:

City of Washington Court House, Ohio

By: Print Name: JordanTitle: City ManagerDate: 6/24/25

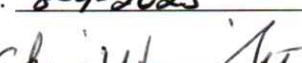
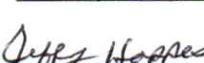
Approved as to Form:

By: Print Name: Mark J. Priddy

Title: Law Director

## TOWNSHIP:

Jefferson Township, Ohio

By: Print Name: Ryan YengerTitle: TrusteeDate: 8-4-2025By: Print Name: Chris WrightTitle: TrusteeDate: 8-4-25By: Print Name: Jeffery HobbesTitle: TrusteeDate: 8-4-25

## COMPANY

By: Print Name: Hillary LambertTitle: Authorized SignatoryDate: November 10, 2025

**EXHIBIT A**

**DESCRIPTION OF THE SUBJECT PROPERTY**

[see attached]

**Legal Description for 346.802 Acres**  
**Virginia Military Survey 1223 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1223 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 166, Page 12, known as PN 060-016-0-00-015-00 (138.897 Acres surveyed) and 060-016-0-00-016-00 (12.133 Acres surveyed), Official Record 160, Page 166, known as PN 060-016-0-00-006-04 (123.761 Acres surveyed), Official Record 160, Page 168, known as PN 060-016-0-00-004-02 (7.564 Acres surveyed), Official Record 240, Page 5430, known as PN 060-016-0-00-014-02 (9.763 Acres surveyed), Official Record 240, Page 5437, known as PN 060-016-0-00-013-01 (33.988 Acres (corrected acreage)) and Official Record 240, Page 5444, known as PN 060-016-0-00-012-05 (0.138 Acres surveyed) and PN 060-016-0-00-012-04 (20.558 Acres surveyed) (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Beginning from the southwest corner of Bluegrass Boulevard Phase II Right-of-way Dedication Plat as recorded in Plat Vol. 4 Pg. 281, also being the northwest corner of Bluegrass Boulevard Right-of-Way Dedication Plat as recorded in Plat Vol. 4 Pg. 244, thence along the west right-of-way line of said Bluegrass Boulevard Right-of-Way Dedication Plat **South 01°17'26" West, 271.37 feet** to a 5/8" iron pin with a cap stamped "COEC AJP LS 8629" found at the northeast corner of a 79.759 acre tract conveyed to Martin Land Company as recorded in Official Record 179, Page 1896; thence along the north line of said 79.759 acre tract **South 89°41'50" West, 314.83 feet** to an eastern line of a 34.408 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074, witness a found 5/8" rebar with plastic cap stamped "MS CONS. INC.", being North 11°11'17" East, 0.38 feet from said corner; thence along the east and north lines of said 34.408 acre tract the following 3 courses;

1. **North 03°41'51" East, 765.23 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
2. **South 89°15'56" West, 213.95 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
3. **South 03°29'25" West, 174.32 feet** to a found 5/8" rebar with a cap stamped ";

thence along the north line of a 49.685 acre tract and 6.140 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074 and a 12.020 acre tract conveyed to Davidson Farms Inc. as recorded in Official record 67, Page 114 **South 89°19'08" West, 2302.49 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL 6858" found on the western right-of-way line of State Route 35, passing a 5/8" rebar with plastic cap stamped "COTTRILL 6858" at a distance of 1755.63 feet found at the northeast corner of the Davidson-Sollars Road (60' R/W) Dedication plat as recorded in Plat Book. 4, Page 105 and passing a found 5/8" iron pin at a distance of 1815.64 feet at the northwest corner of said dedication plat;

thence along said right-of-way line the following 2 courses;

- 1) **North 07°10'04" West, 71.18 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 2) **along a curve to the left, with a radius of 4773.94 feet, an arc length of 2097.18 feet, a delta angle of 25°10'12", and a chord bearing and distance of North 19°45'54" West, 2080.36 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL



6858" found on the southeastern right-of-way line of I-71 as shown on the R/W Plans Fayette County FAY 1-2.35, passing a iron pin with a cap stamped "ODOT CAP "S-6109" at a chord distance of 1469.90 feet;

thence along said right-of-way line the following 3 courses;

- 1) **North 54°59'04" East, 2555.96 feet** to a found concrete right-of-way monument at Station 427+73.57, 150.00 feet right of the centerline of I-71 as shown on said R/W Plans;
- 2) **along a curve to the right, with a radius of 14174.07 feet, an arc length of 2160.62 feet, a delta angle of 08°44'02", and a chord bearing and distance of North 59°21'05" East, 2158.53 feet** to a found 3/4" iron pin, passing a found concrete R/W monument at a chord distance of 1211.64 feet at Station 449+57.06, 150.00 feet right of the centerline of I-71 as shown said R/W Plans;
- 3) **North 63°43'06" East, 1188.18 feet** to a 5/8" rebar with plastic cap stamped "SAM LLC" found on the western line of the 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323;

thence along said western line the following 7 courses;

- 1) **North 89°50'16" East, 17.72 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 02°46'36" West, 813.46 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929";
- 3) **South 02°46'36" West, 392.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 4) **South 18°33'37" East, 360.99 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 5) **South 37°47'54" East, 238.41 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 6) **South 37°47'54" East, 358.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 7) **South 03°39'03" West, 30.82 feet** to a 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929" found on the northwestern line of the proposed expansion of Bluegrass Boulevard as shown on the Bluegrass Boulevard Phase II Right-of-way Dedication Plat recorded in Plat Book 4, Page 281;

thence along said northwestern line the following 4 courses;

- 1) **South 41°56'30" West, 891.44 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 41°56'30" West, 45.13 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **along a curve to the right, with a radius of 6180.00 feet, an arc length of 829.24 feet, a delta angle of 07°41'17", and a chord bearing and distance of South 45°47'08" West, 828.62 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **South 49°37'46" West, 14.09 feet** to a 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" found at the northern corner of said Bluegrass Boulevard Phase II Right-of-way Dedication Plat;

thence along the western lines of said dedication plat the following 16 courses;

- 1) **South 49°37'46" West, 75.75 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";



- 2) **along a curve to the left, with a radius of 664.00 feet, an arc length of 61.92 feet, a delta angle of 05°20'35", and a chord bearing and distance of South 46°57'28" West, 61.90 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 3) **South 44°17'11" West, 137.30 feet;**
- 4) **South 44°17'11" West, 57.20 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 5) **North 87°56'21" West, 109.71 feet** to a set 5/8" iron pin with a cap stamped "FARNSWORTH GROUP";
- 6) **North 45°41'29" West, 56.03 feet";**
- 7) **North 45°41'29" West, 132.70 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 8) **along a curve to the left, with a radius of 570.00 feet, an arc length of 152.04 feet, a delta angle of 15°16'59", and a chord bearing and distance of North 53°19'59" West, 151.59 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 9) **South 29°01'32" West, 140.00 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 10) **along a curve to the right, with a radius of 430.00 feet, an arc length of 114.70 feet, a delta angle of 15°16'59", and a chord bearing and distance of South 53°19'59" East, 114.36 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 11) **South 45°41'29" East, 101.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 12) **South 01°47'28" East, 234.82 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 13) **South 44°15'13" West, 170.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 14) **along a curve to the left, with a radius of 570.00 feet, an arc length of 513.16 feet, and a chord bearing and distance of South 18°27'46" West, 496.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 15) **South 07°19'42" East, 177.33 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 16) **along a curve to the right, with a radius of 5381.00 feet, an arc length of 809.45 feet, a delta angle of 8°37'08" and a chord bearing and distance of South 03°01'08" East, 808.68 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" to the Point of Beginning, containing 346.802 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

 12/18/24  
 David R. Barnhart Date  
 Ohio Professional Surveyor No. 7646



**Legal Description for 243.041 Acres**  
**Virginia Military Survey 1271 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1271 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 174, Page 2785, known as PN 060-012-0-00-004-00 (98.660 Acres surveyed), Official Record 181, Page 1324, known as PN 060-011-0-00-034-01(4.378 Acres surveyed), Official Record 233, Page 3119, known as PN 060-012-0-00-031-00 (9.038 Acres surveyed), Official Record 239, Page 830, known as PN 060-012-0-00-033-00 (15.256 Acres surveyed) and as PN 060-012-0-00-032-00 (2.383 Acres surveyed), Official Record 240, Page 5452, known as PN 060-012-0-00-031-03 (11.348 Acres surveyed), Official Record 240, Page 5458, also known as PN 060-012-0-00-001-01(101.978 Acres surveyed), (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Commencing from a MAG nail found at the intersection of the centerline of Milledgeville-Jeffersonville Road and the centerline of State Route 729 and being the northeast corner of the 454.028 acre tract conveyed to Honda Development & Manufacturing of America, LLC as recorded in Official Record 233, Page 2664 and shown on Survey Plat 4514, thence along the centerline of State Route 729 **North 04°55'47" East, 140.16 feet** to a MAG nail set at the north right-of-way line of the expansion of Bluegrass Bouvard expansion and being the **Point of Beginning** of the following described tract of land;

thence along said future north right-of-way line the following four courses;

- 1) **North 87°48'14" West, 996.43 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **North 87°48'40" West, 1036.12 feet** to asset 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **North 88°34'02" West, 655.48 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **North 88°30'51" West, 244.87 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP" set at the centerline of Fent Road ;

thence along said centerline **North 03°07'11" East, 541.97 feet** to a MAG nail found at the northeast corner of an 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323 ;

thence along the northern and eastern line of said 82.05 acres tract the following 2 courses;

- 1) **North 89°27'24" West, 824.07 feet** to a found 5/8" iron pin;
- 2) **North 08°33'38" East, 993.52 feet** to a 1/2" iron pin found on the southeastern right-of-way line of I-71 and being 150.00 feet right of the centerline of I-71 as shown on the R/W Plans for Fayette County FAY 1-2.35;

thence along said right-of-way line the following 14 courses;

- 1) **North 63°43'06" East, 886.01 feet** to a found wood fence post;
- 3) **North 51°51'31" East, 102.18 feet** to a found wood fence post; **North 65°26'12" East, 700.31 feet** to a found wood fence post;
- 4) **North 73°21'59" East, 507.17 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 5) **South 26°16'54" East, 55.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 7) **South 26°16'54" East, 290.00 feet** to a found conc. R/W monument;



- 8) **North 63°43'06" East, 700.00 feet** to a found conc. R/W monument;
- 9) **North 26°16'54" West, 290.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 10) **North 26°16'54" West, 70.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 11) **North 53°19'46" East, 305.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 12) **North 61°52'04" East, 1300.68 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 13) **North 63°43'06" East, 900.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 14) **North 72°07'51" East, 151.06 feet** to a MAG nail set at the existing centerline of State Route 729;

thence along the existing centerline of State Route 729 the following 11 courses;

- 1) **South 03°17'39" West, 45.95 feet** to a set MAG nail;
- 2) **South 03°17'39" West, 500.40 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 3) **South 20°57'39" West, 1128.14 feet** to a set MAG nail;
- 4) **South 24°52'44" West, 867.63 feet** to a set MAG nail;
- 5) **South 24°54'43" West, 15.83 feet** to a set MAG nail;
- 6) **South 31°14'40" West, 403.73 feet** to a set MAG nail;
- 7) **South 34°26'18" West, 190.67 feet** to a set MAG nail;
- 8) **South 29°05'36" West, 299.08 feet** to a set MAG nail;
- 9) **South 11°56'33" West, 187.97 feet** to a set MAG nail;
- 10) **South 11°08'08" West, 104.45 feet** to a set MAG nail;
- 11) **South 04°55'47" West, 639.14 feet** to the **Point of Beginning**, containing 243.041 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

  
David R. Barnhart  
Ohio Professional Surveyor No. 7646

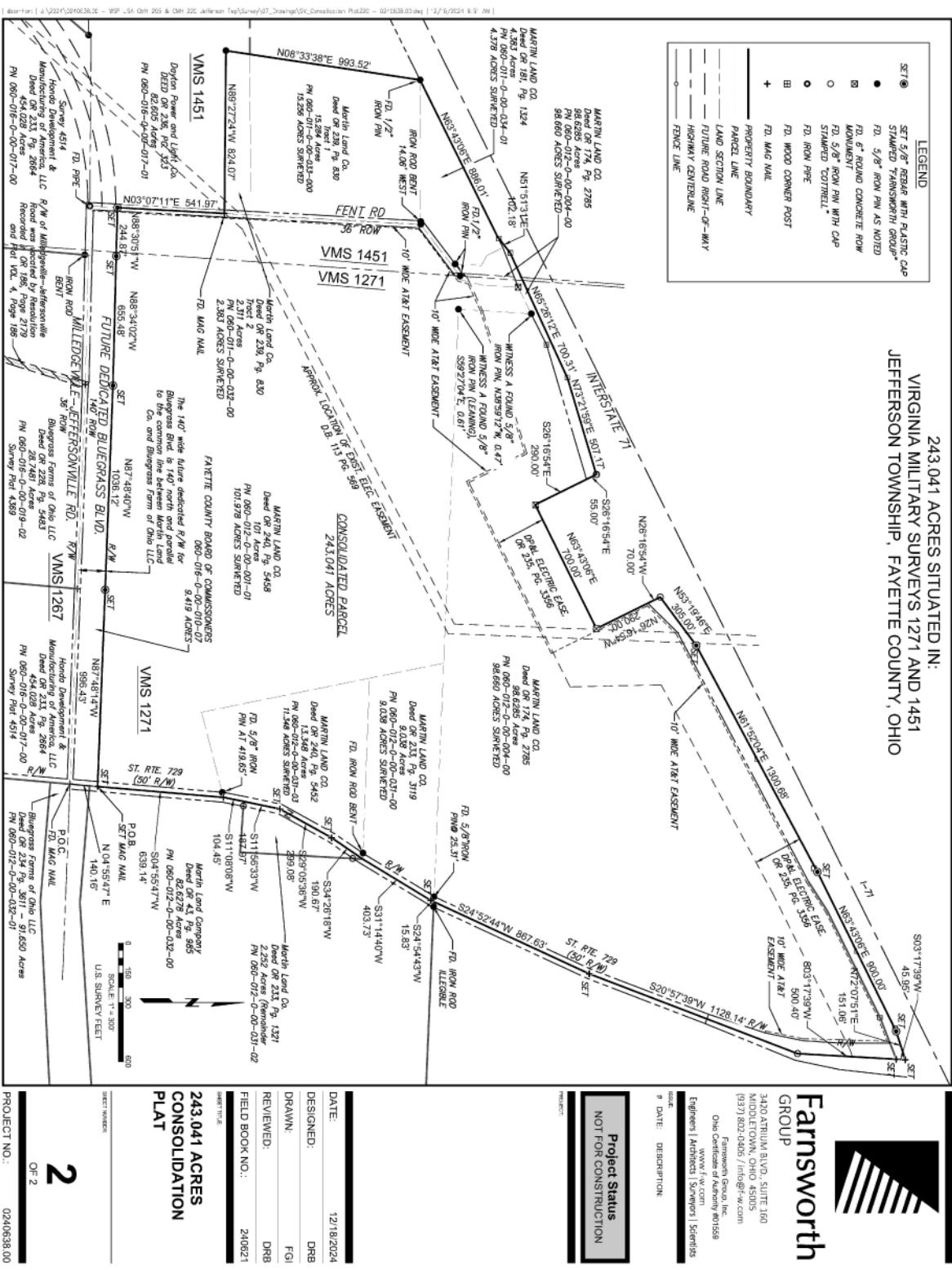
12/18/24  
Date











**EXHIBIT B**

**FORM OF SECOND AMENDMENT TO JEDD CONTRACT**

[see attached]



**CITY OF WASHINGTON COURT HOUSE/JEFFERSON TOWNSHIP  
SECOND AMENDMENT TO JEFFERSON TOWNSHIP-WASHINGTON COURT  
HOUSE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

(Second Expansion)

This Second Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract (the “Second JEDD Amendment”) is executed [\_\_\_\_], 202\_\_\_\_ (the “Effective Date”) by and between the City of Washington Court House, Ohio (the “City”), and the Township of Jefferson, Fayette County, Ohio, a township formed and existing under the laws of the State of Ohio, through its Board of Township Trustees (the “Township”).

**RECITALS:**

A. Pursuant to Ohio Revised Code (“R.C.”) Chapter 715, including particularly R.C. 715.72 of current law (the “JEDD Act”), the City and the Township executed the Jefferson Township-Washington Court House Joint Economic Development District Contract (the “Original JEDD Contract”) effective May 18, 2020, as amended by that certain Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract effective March 9, 2023 (the “First JEDD Amendment” and, together with the Original JEDD Contract and this Second JEDD Amendment, the “JEDD Contract”).

B. The JEDD originally encompassed approximately 80 acres in the Township, and the First JEDD Amendment added approximately 454 acres to the JEDD area (the “Existing JEDD Area”).

C. Pursuant to the JEDD Contract, the Board of Directors for the JEDD (the “JEDD Board”) imposes a 1.95% tax on income withheld from employees working within the Original JEDD Area and on net business profits from operations.

D. [\_\_\_\_] (“Owner”) has acquired or plans to acquire and desires to develop approximately 590 acres land for commercial purposes within the boundaries of the Township (the “JEDD Expansion Area,” which is further described on the attached Exhibit A and incorporated herein by this reference). The JEDD Expansion Area is located outside of the current JEDD Area.

E. The City, Township, and Owner desire to facilitate the addition of the JEDD Expansion Area to the Existing JEDD Area (the Existing JEDD Area and the JEDD Expansion Area are referred to collectively herein as the “Expanded JEDD Area” or the “District”). The Expanded JEDD Area.

F. Ohio Revised Code Section 715.72(L) and Section 5 of the Original JEDD Contract authorize the amendment of the JEDD Contract upon certain conditions stated therein for the purposes of adding territory to the JEDD Area.

G. The City and Township have complied with all procedures of the JEDD Act related to the addition of the JEDD Expansion Area to the JEDD Area, including the public hearing and notice requirements of R.C. Section 715.72(L)(2).

H. As required by R.C. Sections 715.72(L)(3), Owner has submitted or caused to be submitted, and the Township and the City have received the required property owner and business owner petitions (the “Petitions”) necessary to add the JEDD Expansion Area to the JEDD Area.

I. Attached as Exhibit B pursuant to R.C. Section 715.72(F)(3) is an economic development plan for the Expanded JEDD Area, which includes the requisite information relating to infrastructure and services for the Expanded JEDD Area under R.C. Section 715.72(F)(8). Neither of the economic development plans attached to the Original JEDD Contract and the First JEDD Amendment shall apply to the JEDD Expansion Area.

J. Pursuant to Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, 202\_\_\_\_\_, the City Council of the City has approved the execution of this Second JEDD Amendment. Pursuant to Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 202\_\_\_\_\_, the Board of Township Trustees of the Township has approved the execution of this Second JEDD Amendment.

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

Section 1. Adding the JEDD Expansion Area to the JEDD.

Pursuant to Section 5 of the Original JEDD Contract and Ohio Revised Code Section 715.72, and effective on the Effective Date hereof, the JEDD Contract is hereby amended to include the JEDD Expansion Area within the Expanded JEDD Area. The territory of the JEDD Contract, as amended, is otherwise unchanged.

The JEDD Expansion Area is located entirely within the territorial boundaries of the Township. In accordance with Ohio Revised Code Section 715.72(E), no electors reside within the JEDD Expansion Area as of the date hereof.

The owner of the JEDD Expansion Area has consented to the inclusion within the Expanded JEDD Area.

The JEDD Contract shall be amended to add the JEDD Expansion Area to the District.

Neither Exhibit B to the Original JEDD Contract, which sets forth the original JEDD Economic Development Plan, nor Exhibit D to the First JEDD Amendment, which sets forth the JEDD Economic Development Plan applicable to the First Expansion Area, shall apply to the JEDD Expansion Area. Exhibit B hereto sets forth the economic development plan applicable to the JEDD Expansion Area.

Section 2. Term. The term of the JEDD Contract as applicable to the JEDD Expansion Area shall be for ninety-nine (99) years, unless earlier terminated, in writing, by the parties to this Second JEDD Amendment.

Section 3. Income Tax. Distributable Revenue from the JEDD Expansion Area shall be distributed in accordance with Section 10 of the Original JEDD Contract as follows: (i) to the City any amounts required to provide credits or payments to any taxpayers relating to overpayments in prior years of the income tax owed pursuant to Section 10 of the Original JEDD Contract; of the remaining Distributable Revenue, (ii) 50%, to the City (the "City Share of Second Expansion Revenue") and 50% to the Township (the "Township Share of Second Expansion Revenue"), in each case to carry out the economic development plan for the District or the portion of the District in which the tax is levied and for any other lawful purposes of the City and the Township, as applicable.

Section 5. Remainder Unaffected. In the event of any conflict between this Second JEDD Amendment and the Original JEDD Contract or the First JEDD Amendment with respect to the JEDD Expansion Area, this Second JEDD Amendment shall govern. The remaining provisions of the Original JEDD Contract or First JEDD Amendment not amended or modified by this Second JEDD Amendment shall remain in full force and effect.

Section 6. Counterparts. This Second JEDD Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Second JEDD Amendment may execute this Second JEDD Amendment by signing any such counterpart.

Section 7. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Second JEDD Amendment.

*Remainder of page intentionally left blank.*

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

**BOARD OF TRUSTEES OF JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO**

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

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

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

Approved as to form:

By: \_\_\_\_\_  
Township Law Director

**CITY OF WASHINGTON COURT HOUSE, OHIO**

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

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

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A****DEPICTION OF JEDD EXPANSION AREA**  
(attached hereto)

The real estate situated in the County of Fayette and State of Ohio consisting of the parts of the following parcel numbers, as of tax year 2023, in the records of the Fayette County Auditor's Office (including any subsequent combinations and/or subdivisions of such current parcel numbers to the extent they are in fact part of the Project) that are described and depicted on the map attached below:

[see attached]

**Legal Description for 346.802 Acres**  
**Virginia Military Survey 1223 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1223 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 166, Page 12, known as PN 060-016-0-00-015-00 (138.897 Acres surveyed) and 060-016-0-00-016-00 (12.133 Acres surveyed), Official Record 160, Page 166, known as PN 060-016-0-00-006-04 (123.761 Acres surveyed), Official Record 160, Page 168, known as PN 060-016-0-00-004-02 (7.564 Acres surveyed), Official Record 240, Page 5430, known as PN 060-016-0-00-014-02 (9.763 Acres surveyed), Official Record 240, Page 5437, known as PN 060-016-0-00-013-01 (33.988 Acres (corrected acreage)) and Official Record 240, Page 5444, known as PN 060-016-0-00-012-05 (0.138 Acres surveyed) and PN 060-016-0-00-012-04 (20.558 Acres surveyed) (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Beginning from the southwest corner of Bluegrass Boulevard Phase II Right-of-way Dedication Plat as recorded in Plat Vol. 4 Pg. 281, also being the northwest corner of Bluegrass Boulevard Right-of-Way Dedication Plat as recorded in Plat Vol. 4 Pg. 244, thence along the west right-of-way line of said Bluegrass Boulevard Right-of-Way Dedication Plat **South 01°17'26" West, 271.37 feet** to a 5/8" iron pin with a cap stamped "COEC AJP LS 8629" found at the northeast corner of a 79.759 acre tract conveyed to Martin Land Company as recorded in Official Record 179, Page 1896; thence along the north line of said 79.759 acre tract **South 89°41'50" West, 314.83 feet** to an eastern line of a 34.408 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074, witness a found 5/8" rebar with plastic cap stamped "MS CONS. INC.", being North 11°11'17" East, 0.38 feet from said corner; thence along the east and north lines of said 34.408 acre tract the following 3 courses;

1. **North 03°41'51" East, 765.23 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
2. **South 89°15'56" West, 213.95 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
3. **South 03°29'25" West, 174.32 feet** to a found 5/8" rebar with a cap stamped ";

thence along the north line of a 49.685 acre tract and 6.140 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074 and a 12.020 acre tract conveyed to Davidson Farms Inc. as recorded in Official record 67, Page 114 **South 89°19'08" West, 2302.49 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL 6858" found on the western right-of-way line of State Route 35, passing a 5/8" rebar with plastic cap stamped "COTTRILL 6858" at a distance of 1755.63 feet found at the northeast corner of the Davidson-Sollars Road (60' R/W) Dedication plat as recorded in Plat Book. 4, Page 105 and passing a found 5/8" iron pin at a distance of 1815.64 feet at the northwest corner of said dedication plat;

thence along said right-of-way line the following 2 courses;

- 1) **North 07°10'04" West, 71.18 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 2) **along a curve to the left, with a radius of 4773.94 feet, an arc length of 2097.18 feet, a delta angle of 25°10'12", and a chord bearing and distance of North 19°45'54" West, 2080.36 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL

6858" found on the southeastern right-of-way line of I-71 as shown on the R/W Plans Fayette County FAY 1-2.35, passing a iron pin with a cap stamped "ODOT CAP "S-6109" at a chord distance of 1469.90 feet;

thence along said right-of-way line the following 3 courses;

- 1) **North 54°59'04" East, 2555.96 feet** to a found concrete right-of-way monument at Station 427+73.57, 150.00 feet right of the centerline of I-71 as shown on said R/W Plans;
- 2) **along a curve to the right, with a radius of 14174.07 feet, an arc length of 2160.62 feet, a delta angle of 08°44'02", and a chord bearing and distance of North 59°21'05" East, 2158.53 feet** to a found 3/4" iron pin, passing a found concrete R/W monument at a chord distance of 1211.64 feet at Station 449+57.06, 150.00 feet right of the centerline of I-71 as shown said R/W Plans;
- 3) **North 63°43'06" East, 1188.18 feet** to a 5/8" rebar with plastic cap stamped "SAM LLC" found on the western line of the 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323;

thence along said western line the following 7 courses;

- 1) **North 89°50'16" East, 17.72 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 02°46'36" West, 813.46 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929";
- 3) **South 02°46'36" West, 392.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 4) **South 18°33'37" East, 360.99 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 5) **South 37°47'54" East, 238.41 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 6) **South 37°47'54" East, 358.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 7) **South 03°39'03" West, 30.82 feet** to a 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929" found on the northwestern line of the proposed expansion of Bluegrass Boulevard as shown on the Bluegrass Boulevard Phase II Right-of-way Dedication Plat recorded in Plat Book 4, Page 281;

thence along said northwestern line the following 4 courses;

- 1) **South 41°56'30" West, 891.44 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 41°56'30" West, 45.13 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **along a curve to the right, with a radius of 6180.00 feet, an arc length of 829.24 feet, a delta angle of 07°41'17", and a chord bearing and distance of South 45°47'08" West, 828.62 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **South 49°37'46" West, 14.09 feet** to a 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" found at the northern corner of said Bluegrass Boulevard Phase II Right-of-way Dedication Plat;

thence along the western lines of said dedication plat the following 16 courses;

- 1) **South 49°37'46" West, 75.75 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740",

- 2) **along a curve to the left, with a radius of 664.00 feet, an arc length of 61.92 feet, a delta angle of 05°20'35", and a chord bearing and distance of South 46°57'28" West, 61.90 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 3) **South 44°17'11" West, 137.30 feet;**
- 4) **South 44°17'11" West, 57.20 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 5) **North 87°56'21" West, 109.71 feet** to a set 5/8" iron pin with a cap stamped "FARNSWORTH GROUP";
- 6) **North 45°41'29" West, 56.03 feet";**
- 7) **North 45°41'29" West, 132.70 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 8) **along a curve to the left, with a radius of 570.00 feet, an arc length of 152.04 feet, a delta angle of 15°16'59", and a chord bearing and distance of North 53°19'59" West, 151.59 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 9) **South 29°01'32" West, 140.00 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 10) **along a curve to the right, with a radius of 430.00 feet, an arc length of 114.70 feet, a delta angle of 15°16'59", and a chord bearing and distance of South 53°19'59" East, 114.36 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 11) **South 45°41'29" East, 101.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 12) **South 01°47'28" East, 234.82 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 13) **South 44°15'13" West, 170.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 14) **along a curve to the left, with a radius of 570.00 feet, an arc length of 513.16 feet, and a chord bearing and distance of South 18°27'46" West, 496.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 15) **South 07°19'42" East, 177.33 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 16) **along a curve to the right, with a radius of 5381.00 feet, an arc length of 809.45 feet, a delta angle of 8°37'08" and a chord bearing and distance of South 03°01'08" East, 808.68 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" to the Point of Beginning, containing 346.802 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

 12/18/24  
 David R. Barnhart Date  
 Ohio Professional Surveyor No. 7646



**Legal Description for 243.041 Acres**  
**Virginia Military Survey 1271 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1271 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 174, Page 2785, known as PN 060-012-0-00-004-00 (98.660 Acres surveyed), Official Record 181, Page 1324, known as PN 060-011-0-00-034-01(4.378 Acres surveyed), Official Record 233, Page 3119, known as PN 060-012-0-00-031-00 (9.038 Acres surveyed), Official Record 239, Page 830, known as PN 060-012-0-00-033-00 (15.256 Acres surveyed) and as PN 060-012-0-00-032-00 (2.383 Acres surveyed), Official Record 240, Page 5452, known as PN 060-012-0-00-031-03 (11.348 Acres surveyed), Official Record 240, Page 5458, also known as PN 060-012-0-00-001-01(101.978 Acres surveyed), (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Commencing from a MAG nail found at the intersection of the centerline of Milledgeville-Jeffersonville Road and the centerline of State Route 729 and being the northeast corner of the 454.028 acre tract conveyed to Honda Development & Manufacturing of America, LLC as recorded in Official Record 233, Page 2664 and shown on Survey Plat 4514, thence along the centerline of State Route 729 **North 04°55'47" East, 140.16 feet** to a MAG nail set at the north right-of-way line of the expansion of Bluegrass Bouvard expansion and being the **Point of Beginning** of the following described tract of land;

thence along said future north right-of-way line the following four courses;

- 1) **North 87°48'14" West, 996.43 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **North 87°48'40" West, 1036.12 feet** to asset 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **North 88°34'02" West, 655.48 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **North 88°30'51" West, 244.87 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP" set at the centerline of Fent Road ;

thence along said centerline **North 03°07'11" East, 541.97 feet** to a MAG nail found at the northeast corner of an 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323 ;

thence along the northern and eastern line of said 82.05 acres tract the following 2 courses;

- 1) **North 89°27'24" West, 824.07 feet** to a found 5/8" iron pin;
- 2) **North 08°33'38" East, 993.52 feet** to a 1/2" iron pin found on the southeastern right-of-way line of I-71 and being 150.00 feet right of the centerline of I-71 as shown on the R/W Plans for Fayette County FAY 1-2.35;

thence along said right-of-way line the following 14 courses;

- 1) **North 63°43'06" East, 886.01 feet** to a found wood fence post;
- 3) **North 51°51'31" East, 102.18 feet** to a found wood fence post; **North 65°26'12" East, 700.31 feet** to a found wood fence post;
- 4) **North 73°21'59" East, 507.17 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 5) **South 26°16'54" East, 55.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 7) **South 26°16'54" East, 290.00 feet** to a found conc. R/W monument;

- 8) **North 63°43'06" East, 700.00 feet** to a found conc. R/W monument;
- 9) **North 26°16'54" West, 290.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 10) **North 26°16'54" West, 70.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 11) **North 53°19'46" East, 305.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 12) **North 61°52'04" East, 1300.68 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 13) **North 63°43'06" East, 900.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 14) **North 72°07'51" East, 151.06 feet** to a MAG nail set at the existing centerline of State Route 729;

thence along the existing centerline of State Route 729 the following 11 courses;

- 1) **South 03°17'39" West, 45.95 feet** to a set MAG nail;
- 2) **South 03°17'39" West, 500.40 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 3) **South 20°57'39" West, 1128.14 feet** to a set MAG nail;
- 4) **South 24°52'44" West, 867.63 feet** to a set MAG nail;
- 5) **South 24°54'43" West, 15.83 feet** to a set MAG nail;
- 6) **South 31°14'40" West, 403.73 feet** to a set MAG nail;
- 7) **South 34°26'18" West, 190.67 feet** to a set MAG nail;
- 8) **South 29°05'36" West, 299.08 feet** to a set MAG nail;
- 9) **South 11°56'33" West, 187.97 feet** to a set MAG nail;
- 10) **South 11°08'08" West, 104.45 feet** to a set MAG nail;
- 11) **South 04°55'47" West, 639.14 feet** to the **Point of Beginning**, containing 243.041 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

✓ David R. Barnhart  
Ohio Professional Survey No. 7646

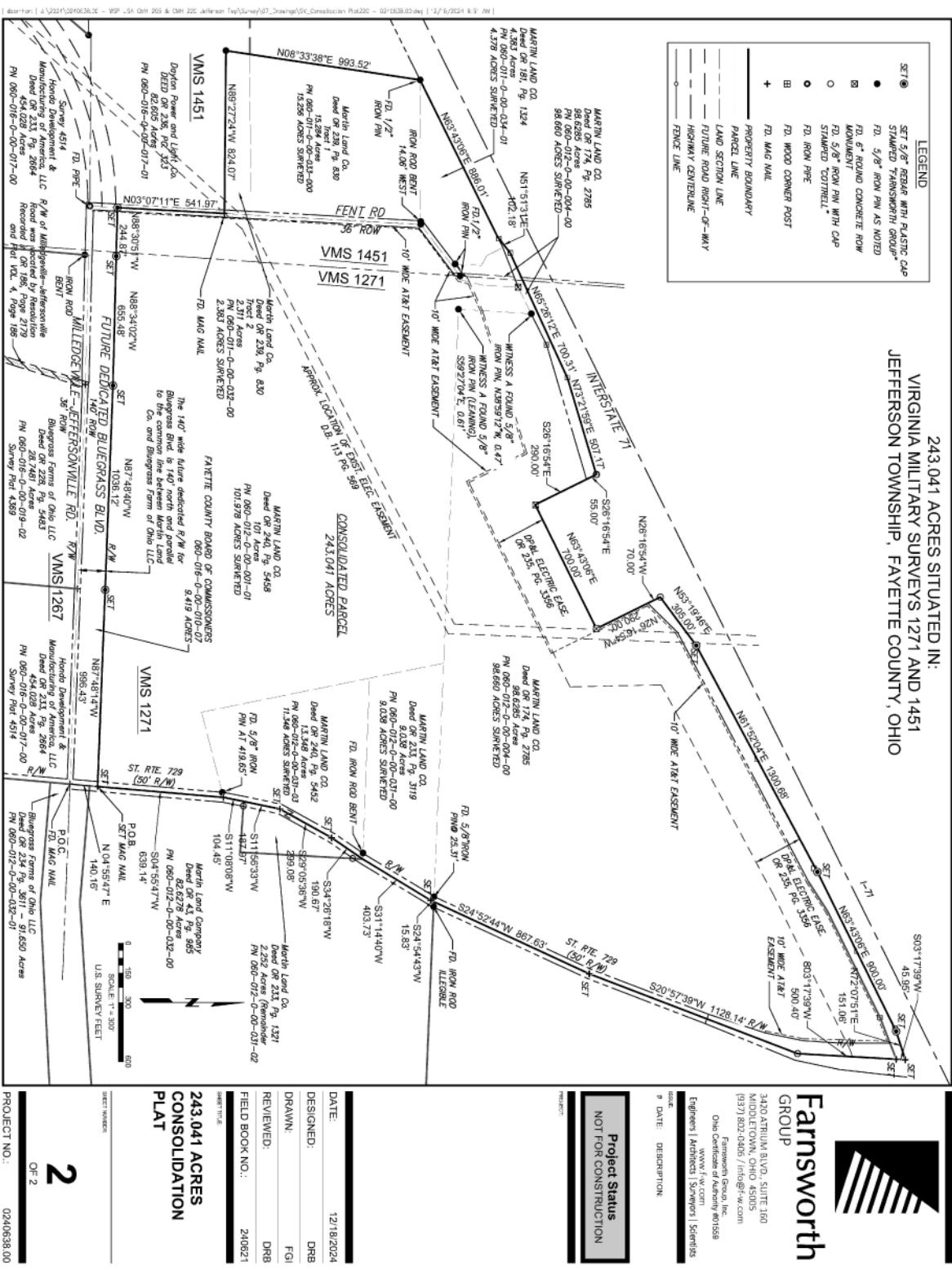
2/12  
Date











AMAZON CONFIDENTIAL

**EXHIBIT B**  
**ECONOMIC DEVELOPMENT PLAN**  
(attached hereto)



## **ECONOMIC DEVELOPMENT PLAN**

### **Introduction**

The purpose of this plan, established pursuant to Section 715.72 of the Ohio Revised Code, is to update the economic development objectives of the Jefferson Township-Washington Court House Joint Economic Development District (the “District”) based on the addition of the JEDD Expansion Area, as identified below, to the real property constituting the District’s territory. This plan serves as a framework for the District’s efforts to guide income and education attainment, prioritize talent retention, development, and attraction, attract employers, retain and grow the economic base, create more high-growth enterprises, and improve the civic infrastructure in the Township of Jefferson, Fayette County (the “Township”) and the City of Washington Court House (the “City”) as well as throughout the region as a whole.

The JEDD Expansion Area is comprised of unincorporated developable land located in growth priority development areas in Fayette County, Ohio. The JEDD Expansion Area is a collaborative approach between the Township and the City to support economic growth.

The JEDD Expansion Area consists of +/- 589.843 acres located in the Township and identified below (see next page):



**Legal Description for 346.802 Acres**  
**Virginia Military Survey 1223 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1223 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 166, Page 12, known as PN 060-016-0-00-015-00 (138.897 Acres surveyed) and 060-016-0-00-016-00 (12.133 Acres surveyed), Official Record 160, Page 166, known as PN 060-016-0-00-006-04 (123.761 Acres surveyed), Official Record 160, Page 168, known as PN 060-016-0-00-004-02 (7.564 Acres surveyed), Official Record 240, Page 5430, known as PN 060-016-0-00-014-02 (9.763 Acres surveyed), Official Record 240, Page 5437, known as PN 060-016-0-00-013-01 (33.988 Acres (corrected acreage)) and Official Record 240, Page 5444, known as PN 060-016-0-00-012-05 (0.138 Acres surveyed) and PN 060-016-0-00-012-04 (20.558 Acres surveyed) (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Beginning from the southwest corner of Bluegrass Boulevard Phase II Right-of-way Dedication Plat as recorded in Plat Vol. 4 Pg. 281, also being the northwest corner of Bluegrass Boulevard Right-of-Way Dedication Plat as recorded in Plat Vol. 4 Pg. 244, thence along the west right-of-way line of said Bluegrass Boulevard Right-of-Way Dedication Plat **South 01°17'26" West, 271.37 feet** to a 5/8" iron pin with a cap stamped "COEC AJP LS 8629" found at the northeast corner of a 79.759 acre tract conveyed to Martin Land Company as recorded in Official Record 179, Page 1896;

thence along the north line of said 79.759 acre tract **South 89°41'50" West, 314.83 feet** to an eastern line of a 34.408 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074, witness a found 5/8" rebar with plastic cap stamped "MS CONS. INC.", being North 11°11'17" East, 0.38 feet from said corner;

thence along the east and north lines of said 34.408 acre tract the following 3 courses;

1. **North 03°41'51" East, 765.23 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
2. **South 89°15'56" West, 213.95 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
3. **South 03°29'25" West, 174.32 feet** to a found 5/8" rebar with a cap stamped ";

thence along the north line of a 49.685 acre tract and 6.140 acre tract conveyed to Sollars Property 4 LLC as recorded in Official Record 239, Page 1074 and a 12.020 acre tract conveyed to Davidson Farms Inc. as recorded in Official record 67, Page 114 **South 89°19'08" West, 2302.49 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL 6858" found on the western right-of-way line of State Route 35, passing a 5/8" rebar with plastic cap stamped "COTTRILL 6858" at a distance of 1755.63 feet found at the northeast corner of the Davidson-Sollars Road (60' R/W) Dedication plat as recorded in Plat Book. 4, Page 105 and passing a found 5/8" iron pin at a distance of 1815.64 feet at the northwest corner of said dedication plat;

thence along said right-of-way line the following 2 courses;

- 1) **North 07°10'04" West, 71.18 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 2) **along a curve to the left, with a radius of 4773.94 feet, an arc length of 2097.18 feet, a delta angle of 25°10'12", and a chord bearing and distance of North 19°45'54" West, 2080.36 feet** to a 5/8" rebar with plastic cap stamped "COTTRILL



6858" found on the southeastern right-of-way line of I-71 as shown on the R/W Plans Fayette County FAY 1-2.35, passing a iron pin with a cap stamped "ODOT CAP "S-6109" at a chord distance of 1469.90 feet;

thence along said right-of-way line the following 3 courses;

- 1) **North 54°59'04" East, 2555.96 feet** to a found concrete right-of-way monument at Station 427+73.57, 150.00 feet right of the centerline of I-71 as shown on said R/W Plans;
- 2) **along a curve to the right, with a radius of 14174.07 feet, an arc length of 2160.62 feet, a delta angle of 08°44'02", and a chord bearing and distance of North 59°21'05" East, 2158.53 feet** to a found 3/4" iron pin, passing a found concrete R/W monument at a chord distance of 1211.64 feet at Station 449+57.06, 150.00 feet right of the centerline of I-71 as shown said R/W Plans;
- 3) **North 63°43'06" East, 1188.18 feet** to a 5/8" rebar with plastic cap stamped "SAM LLC" found on the western line of the 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323;

thence along said western line the following 7 courses;

- 1) **North 89°50'16" East, 17.72 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 02°46'36" West, 813.46 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929";
- 3) **South 02°46'36" West, 392.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 4) **South 18°33'37" East, 360.99 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 5) **South 37°47'54" East, 238.41 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 6) **South 37°47'54" East, 358.17 feet** to a found 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929"
- 7) **South 03°39'03" West, 30.82 feet** to a 5/8" rebar with plastic cap stamped "C.O.E.C./AJB LS 8929" found on the northwestern line of the proposed expansion of Bluegrass Boulevard as shown on the Bluegrass Boulevard Phase II Right-of-way Dedication Plat recorded in Plat Book 4, Page 281;

thence along said northwestern line the following 4 courses;

- 1) **South 41°56'30" West, 891.44 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **South 41°56'30" West, 45.13 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **along a curve to the right, with a radius of 6180.00 feet, an arc length of 829.24 feet, a delta angle of 07°41'17", and a chord bearing and distance of South 45°47'08" West, 828.62 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **South 49°37'46" West, 14.09 feet** to a 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" found at the northern corner of said Bluegrass Boulevard Phase II Right-of-way Dedication Plat;

thence along the western lines of said dedication plat the following 16 courses;

- 1) **South 49°37'46" West, 75.75 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";

- 2) **along a curve to the left, with a radius of 664.00 feet, an arc length of 61.92 feet, a delta angle of 05°20'35", and a chord bearing and distance of South 46°57'28" West, 61.90 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 3) **South 44°17'11" West, 137.30 feet;**
- 4) **South 44°17'11" West, 57.20 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 5) **North 87°56'21" West, 109.71 feet** to a set 5/8" iron pin with a cap stamped "FARNSWORTH GROUP";
- 6) **North 45°41'29" West, 56.03 feet";**
- 7) **North 45°41'29" West, 132.70 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 8) **along a curve to the left, with a radius of 570.00 feet, an arc length of 152.04 feet, a delta angle of 15°16'59", and a chord bearing and distance of North 53°19'59" West, 151.59 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 9) **South 29°01'32" West, 140.00 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 10) **along a curve to the right, with a radius of 430.00 feet, an arc length of 114.70 feet, a delta angle of 15°16'59", and a chord bearing and distance of South 53°19'59" East, 114.36 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 11) **South 45°41'29" East, 101.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 12) **South 01°47'28" East, 234.82 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 13) **South 44°15'13" West, 170.02 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 14) **along a curve to the left, with a radius of 570.00 feet, an arc length of 513.16 feet, and a chord bearing and distance of South 18°27'46" West, 496.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 15) **South 07°19'42" East, 177.33 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740";
- 16) **along a curve to the right, with a radius of 5381.00 feet, an arc length of 809.45 feet, a delta angle of 8°37'08" and a chord bearing and distance of South 03°01'08" East, 808.68 feet** to a found 5/8" iron pin with a cap stamped ""IBI GROUP S-6872 S-7740" to the Point of Beginning, containing 346.802 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

 12/18/24  
 David R. Barnhart Date  
 Ohio Professional Surveyor No. 7646



**Legal Description for 243.041 Acres**  
**Virginia Military Survey 1271 and 1451**  
**Jefferson Township, Fayette County, Ohio**  
December 18, 2024

Situated in Virginia Military Survey 1271 and 1451, Jefferson Township, Fayette County, Ohio and being part or all of the land conveyed to Martin Land Company as recorded in Official Record 174, Page 2785, known as PN 060-012-0-00-004-00 (98.660 Acres surveyed), Official Record 181, Page 1324, known as PN 060-011-0-00-034-01(4.378 Acres surveyed), Official Record 233, Page 3119, known as PN 060-012-0-00-031-00 (9.038 Acres surveyed), Official Record 239, Page 830, known as PN 060-012-0-00-033-00 (15.256 Acres surveyed) and as PN 060-012-0-00-032-00 (2.383 Acres surveyed), Official Record 240, Page 5452, known as PN 060-012-0-00-031-03 (11.348 Acres surveyed), Official Record 240, Page 5458, also known as PN 060-012-0-00-001-01(101.978 Acres surveyed), (all references to deeds, official records, instrument records and plats refer to the Fayette County Recorder's Office, Fayette County, Ohio) and being more particularly described as follows;

Commencing from a MAG nail found at the intersection of the centerline of Milledgeville-Jeffersonville Road and the centerline of State Route 729 and being the northeast corner of the 454.028 acre tract conveyed to Honda Development & Manufacturing of America, LLC as recorded in Official Record 233, Page 2664 and shown on Survey Plat 4514, thence along the centerline of State Route 729 **North 04°55'47" East, 140.16 feet** to a MAG nail set at the north right-of-way line of the expansion of Bluegrass Bouvard expansion and being the **Point of Beginning** of the following described tract of land;

thence along said future north right-of-way line the following four courses;

- 1) **North 87°48'14" West, 996.43 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 2) **North 87°48'40" West, 1036.12 feet** to asset 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 3) **North 88°34'02" West, 655.48 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 4) **North 88°30'51" West, 244.87 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP" set at the centerline of Fent Road ;

thence along said centerline **North 03°07'11" East, 541.97 feet** to a MAG nail found at the northeast corner of an 82.05 acres tract conveyed to Dayton Power and Light Company as recorded in Official Record 236, Page 323 ;

thence along the northern and eastern line of said 82.05 acres tract the following 2 courses;

- 1) **North 89°27'24" West, 824.07 feet** to a found 5/8" iron pin;
- 2) **North 08°33'38" East, 993.52 feet** to a 1/2" iron pin found on the southeastern right-of-way line of I-71 and being 150.00 feet right of the centerline of I-71 as shown on the R/W Plans for Fayette County FAY 1-2.35;

thence along said right-of-way line the following 14 courses;

- 1) **North 63°43'06" East, 886.01 feet** to a found wood fence post;
- 3) **North 51°51'31" East, 102.18 feet** to a found wood fence post; **North 65°26'12" East, 700.31 feet** to a found wood fence post;
- 4) **North 73°21'59" East, 507.17 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 5) **South 26°16'54" East, 55.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 7) **South 26°16'54" East, 290.00 feet** to a found conc. R/W monument;



- 8) **North 63°43'06" East, 700.00 feet** to a found conc. R/W monument;
- 9) **North 26°16'54" West, 290.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 10) **North 26°16'54" West, 70.00 feet** to a set 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 11) **North 53°19'46" East, 305.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 12) **North 61°52'04" East, 1300.68 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 13) **North 63°43'06" East, 900.00 feet** to a 5/8" rebar with plastic cap stamped "FARNSWORTH GROUP";
- 14) **North 72°07'51" East, 151.06 feet** to a MAG nail set at the existing centerline of State Route 729;

thence along the existing centerline of State Route 729 the following 11 courses;

- 1) **South 03°17'39" West, 45.95 feet** to a set MAG nail;
- 2) **South 03°17'39" West, 500.40 feet** to a found 5/8" rebar with plastic cap stamped "COTTRILL 6858";
- 3) **South 20°57'39" West, 1128.14 feet** to a set MAG nail;
- 4) **South 24°52'44" West, 867.63 feet** to a set MAG nail;
- 5) **South 24°54'43" West, 15.83 feet** to a set MAG nail;
- 6) **South 31°14'40" West, 403.73 feet** to a set MAG nail;
- 7) **South 34°26'18" West, 190.67 feet** to a set MAG nail;
- 8) **South 29°05'36" West, 299.08 feet** to a set MAG nail;
- 9) **South 11°56'33" West, 187.97 feet** to a set MAG nail;
- 10) **South 11°08'08" West, 104.45 feet** to a set MAG nail;
- 11) **South 04°55'47" West, 639.14 feet** to the **Point of Beginning**, containing 243.041 acres, more or less.

Subject however to all covenants, conditions, restrictions, and easements contained in any instrument of record pertaining to the above described tract of land.

Basis of bearings is Ohio State Plane Coordinate System, North Zone, NAD 83, 2011 adjustment.

This description was prepared by Farnsworth Group, Inc., 3420 Atrium Blvd., Suite 160, Middletown, OH 45005, under the direct supervision of David R. Barnhart, P.S. #7646.

David R. Barnhart  
Ohio Professional Survey No. 7646

2/12 Date



346.802 ACRES SITUATED IN:  
**VIRGINIA MILITARY SURVEYS 1271 AND 1451**  
**JEFFERSON TOWNSHIP, FAYETTE COUNTY, OHIO**

LOCATION MAP: 1" = 3000'

**SITE**

**FLOOD STATEMENT:**  
 THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS OUTSIDE 500 YEAR FLOODPLAIN) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S NATIONAL FLOOD INSURANCE RATE MAP AND 1994 FLOODPLAIN AND 3004 FLOODPLAIN, WITH AN EFFECTIVE DATE OF 03/02/2004 FOR FAYETTE COUNTY, OHIO.

**SURVEY NOTES:**  
 OCCUPATION NOTE: NO EVIDENCE OF OCCUPATION ALONG BOUNDARY LINES UNLESS OTHERWISE SHOWN.

**BASIS FOR BEARINGS:**  
 BEARINGS SHOWN ON THIS SURVEY ARE DETERMINED FROM GPS OBSERVATIONS BASED ON GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011) U.S. SURVEY FEET.

**REFERENCE DOCUMENTS:**  
 AS SHOWN ON THIS SURVEY

**BEFOS:**  
 FAYETTE COUNTY SURVEYS

NO. 4571	82.605 AC.	(06/22/2023)
NO. 4328	40.882 AC.	(06/24/2019)
NO. 3910	78.759 AC.	(06/26/2010)
NO. 2726	121.7652 AC.	(09/09/1988)
NO. 2788	13.989 AC.	(02/05/1988)
NO. 8571	14.132 AC.	(11/1980)

**ROAD RIGHT-OF-WAY:**  
 FENT RD, MILLENAGE AVE, PER SURVEY  
 FENT RD, MENZ RD, PER SURVEY  
 FENT RD, MILLENAGE AVE, PER SURVEY  
 FENT RD, MILLENAGE AVE, PER SURVEY  
 BLUEGRASS BLVD, PER SURVEY  
 PLAT BOOK 4 PG. 281.

**Official Record 165, Page 162, known as PW 060-016-0-00-016-00 (121.33 Acres surveyed)**  
**Official Record 165, known as PW 060-016-0-00-016-00 (121.33 Acres surveyed)**  
**Official Record 165, known as PW 060-016-0-00-016-00 (121.33 Acres surveyed)**  
**Official Record 165, known as PW 060-016-0-00-016-00 (121.33 Acres surveyed)**  
**Official Record 240, Page 5437, known as PW 060-016-0-00-014-02 (9.763 Acres surveyed)**  
**Official Record 240, Page 5444, known as PW 060-016-0-00-012-02 (0.138 Acres surveyed)**  
**Official Record 240, Page 5444, known as PW 060-016-0-00-012-02 (0.138 Acres surveyed)**  
**and PW 060-016-0-00-012-02 (20.548 Acres surveyed)**

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE ALL REQUIREMENTS HAVE BEEN MET AND ALL MONUMENTS HAVE BEEN SET AS SHOWN.  
 THE FIELD WORK FOR THIS PLAT WAS COMPLETED IN MAY 2023.

**D.R.B.** *[Signature]*

DAVID R. BARNHART  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 746  
 FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.  
 82 REMINGTON BOULEVARD, SUITE B  
 SPRINGFIELD, OHIO 45546

12/18/2024

STATE OF OHIO  
 DAVID R. BARNHART  
 REGISTERED PROFESSIONAL SURVEYOR  
 NO. 746

Project Status: **NOT FOR CONSTRUCTION**

Project: **346.802 ACRE CONSOLIDATION PLAT**

Issue Date: **12/18/2024**

Description: **Engineering, Architecture, Surveying | Scientists**

Ohio Certificate of Authority #010559  
 www.farnsworthgroup.com  
 (937) 802-0405 / info@fgi.com

**Farnsworth**  
**GROUP**



**346.802 ACRE CONSOLIDATION PLAT**

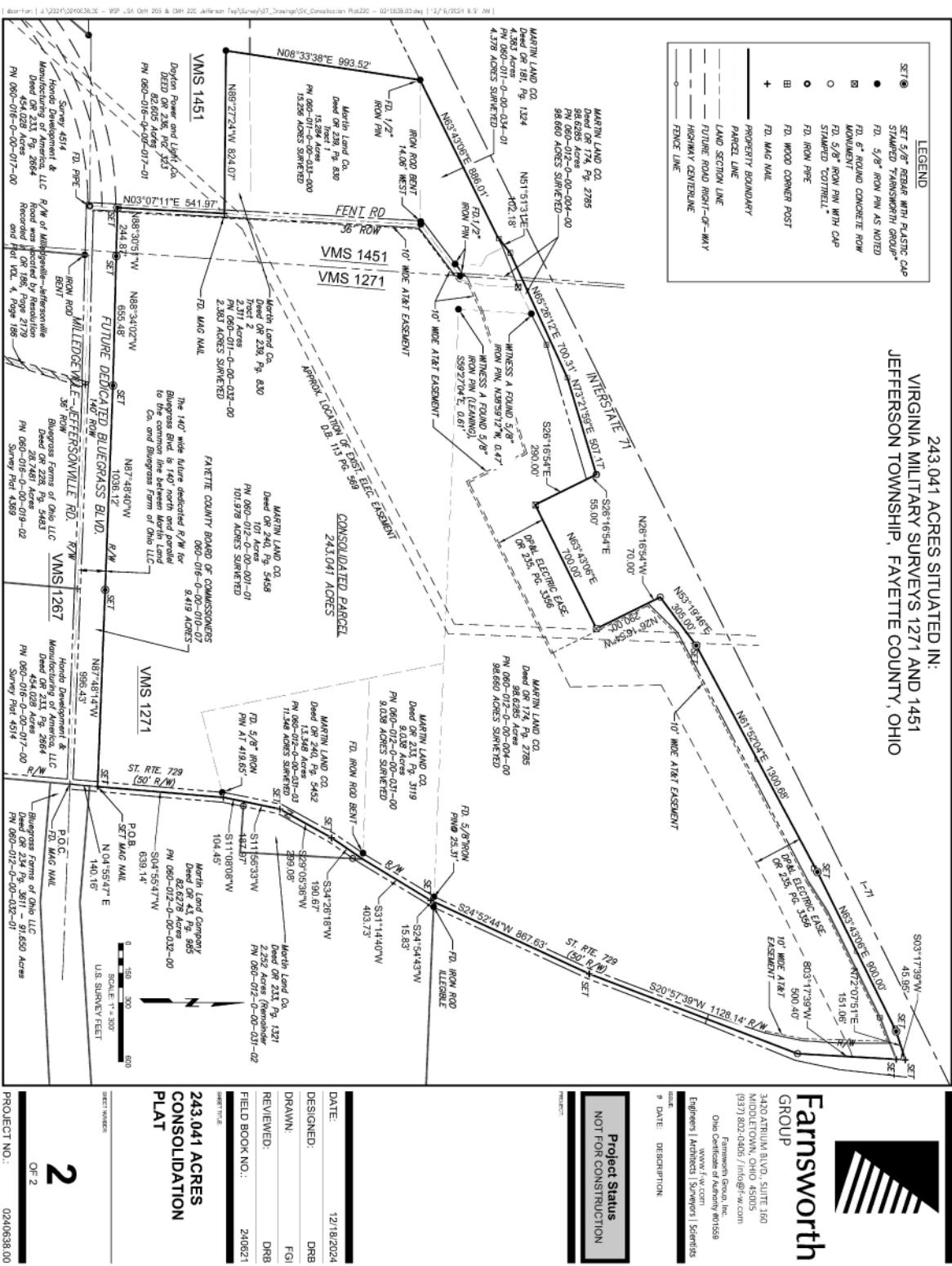
Sheet No.: **1** OF 2

Project No.: **02406338**

B-8  
 legal







## Goals

The District, through its expansion to the JEDD Expansion Area, represents a collaborative approach to create and preserve jobs and employment opportunities throughout Fayette County, thereby improving the economic welfare of the residents of the Township, the City, and the State of Ohio. The District will foster and support business growth.

### **Schedule of New, Expanded, or Additional Services, Facilities or Improvements**

In the event that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District, the District will facilitate the provision of the following new, expanded, or additional services, facilities, or improvements:

- Roads, including in certain circumstances resurfacing and maintaining;
- Water and sewer, including but not limited to finding and maintaining water sources, treatment facilities, storage facilities, and all other appurtenances thereto;
- Electric, including but not limited to renewable energy generation and transmission facilities and all other appurtenances thereto;
- Natural gas;
- Fiber;
- Cable; or,
- Any other improvements directly supporting non-residential development within the District or otherwise benefitting the District.

### **Use of Total Revenues to Fund New, Expanded, or Additional Services, Facilities or Improvements**

Pursuant to that certain Jefferson Township-Washington Court House Joint Economic Development District Contract effective May 18, 2020 (the “Original JEDD Contract”), as amended by that certain Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract, dated effective March 9, 2023 (the “First Amendment”), and as further amended by that certain Second Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract with respect to the JEDD Expansion Area (the “Second Amendment” and, together with the Original JEDD Contract and the First Amendment, the “JEDD Contract”), the Township Share of Second Expansion Revenue and the City Share of Second Expansion Revenue, each as defined in the JEDD Contract, may be used to carry out any economic development plans hereunder. There is a presumption that any use of the Township Share for non-residential development within the boundary of the Township, Township positions, or Township equipment purchases indirectly benefits the JEDD.

The City Share and the Township Share, as defined in the Amended JEDD Contract, shall be applied to pay for new, expanded, or additional services, facilities, or improvements:

- costs of infrastructure improvements, which may include improvements relating to roads, water and sewer, electric, natural gas, fiber, cable, or any other capital improvements directly supporting non-residential development within the District or otherwise benefitting the District. At certain times during the life of the District and up to certain threshold amounts, such infrastructure improvements include resurfacing or otherwise maintaining roadways within the District with asphalt, concrete, chip and seal, or such other materials or measures as may be deemed appropriate.



- the Board's administrative expenses, and any remaining balance to be directed to the costs of infrastructure improvements.



**EXHIBIT C**

**PETITIONS**

[see attached]



**PETITION**

To: The Board of Township Trustees of Jefferson Township, Fayette County, Ohio, and the City Council of the City of Washington Court House, Ohio

WHEREAS, the Township of Jefferson, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain agreement (the "Agreement") establishing and governing the Jefferson Township-Washington Court House Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (A) A copy of the Second Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Second Amendment") to expand the territory of District, which has been expanded once before, through the addition of certain real property more particularly described in the Second Amendment (the "Second Expansion Area"); and
- (B) A description of the Second Expansion Area, including a map in sufficient detail to denote the specific boundaries of the Second Expansion Area and to indicate any zoning restrictions applicable to the Second Expansion Area.

NOW, THEREFORE, the undersigned petitioner (the "Petitioner") hereby requests the expansion of the Jefferson Township-Washington Court House Joint Economic Development District and, to that end, petitions and requests that the Township and the City execute and deliver the Second Amendment at the earliest time permitted by law.

The Petitioner represents and warrants with respect to the real property described or named next to the signature of the Petitioner (the "Property"):

- (1) the Petitioner is owner of the Property;
- (2) the Property is accurately described below;
- (3) the Property is not residential property and no electors reside on the Property; and
- (4) the Property is located within the Second Expansion Area and within the territory of the Township or the City.



This Petition is signed by the owner of 100% of the property located within the area to be added to the District.

**PETITIONER****PROPERTY DESCRIPTION**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

**PETITION**

To: The Board of Township Trustees of Jefferson Township, Fayette County, Ohio, and the City Council of the City of Washington Court House, Ohio

WHEREAS, the Township of Jefferson, Fayette County, Ohio (the "Township") and the City of Washington Court House, Ohio (the "City"), which are contiguous communities sharing a mutual interest in promoting economic development, are parties to that certain agreement (the "Agreement") establishing and governing the Jefferson Township-Washington Court House Joint Economic Development District (the "District"); and

WHEREAS, the following documents have been filed and are available for public inspection in the office of the Fiscal Officer of the Township and the office of the Fiscal Officer of the City:

- (C) A copy of the Second Amendment to Jefferson Township-Washington Court House Joint Economic Development District Contract (the "Second Amendment") to expand the territory of District, which has been expanded once before, through the addition of certain real property more particularly described in the Second Amendment (the "Second Expansion Area"); and
- (D) A description of the Second Expansion Area, including a map in sufficient detail to denote the specific boundaries of the Second Expansion Area and to indicate any zoning restrictions applicable to the Second Expansion Area.

NOW, THEREFORE, the undersigned petitioner (the "Petitioner") hereby requests the expansion of the Jefferson Township-Washington Court House Joint Economic Development District and, to that end, petitions and requests that the Township and the City execute and deliver the Amendment at the earliest time permitted by law.

The Petitioner represents and warrants with respect to the business described or named next to the signature of the Petitioner (the "Business"):

- (5) the Petitioner is the owner of the Business;
- (6) the Business is accurately described below; and
- (7) the Business is located within the Second Expansion Area and within the territory of the Township or the City.

This Petition is signed by the owner of 100% of the businesses located within the area to be added to the District.

**PETITIONER****BUSINESS NAME**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

