

COMPENSATION AGREEMENT

This Compensation Agreement (this “Agreement”), is made and entered into on this ____ day of _____, 2025 (“Effective Date”), by and between the **CITY OF NEW FRANKLIN, OHIO** (the “City”), a municipal corporation organized and existing under the laws of the State of Ohio, and the **BOARD OF EDUCATION OF THE COVENTRY LOCAL SCHOOL DISTRICT** (the “School District”), a local school district organized and existing under the laws of the State of Ohio and by **ADKINS PLX HOLDINGS, LLC**, an Ohio limited liability company, its affiliates, successors and assigns (collectively, the “Developer”).

RECITALS:

- A. Developer is the owner of certain real property located within the City, consisting of approximately 162 acres of land, located at 294 W Turkeyfoot Lake Road, Akron, Ohio 44319, and identified in the Summit County Records as Permanent Parcel Number 2601990 (the “Property”).
- B. Developer intends to develop a portion of the Property, consisting of 45.559 acres of Permanent Parcel Number 2601990 into The Water 9 on Turkeyfoot Lake Subdivision, (the “Development Property”), which is more fully described on **Exhibit A**.
- C. The Water 9 on Turkeyfoot Lake Subdivision is intended to be a residential development consisting of 77 single-family detached homes and 35 single-family attached townhouses, generally consistent with the Preliminary Subdivision Plan approved by the City’s Planning Commission on November 14, 2025, (the “Development”).
- D. To facilitate the Development, which will create new housing options and employment opportunities within the City, the City desires to provide certain assistance to the Developer as set forth in a certain development agreement to be entered into by and between the City and Developer, as copy of which is attached hereto as **Exhibit B**, and incorporated herein by reference (the “Development Agreement”).
- E. Pursuant to the Development Agreement, has adopted Ordinance 25-0-____ (“The Water 9 on Turkeyfoot Lake Incentive District #1 TIF Ordinance”) and Ordinance 25-0-____ (“The Water 9 on Turkeyfoot Lake Incentive District #2 TIF Ordinance” and, together with The Water 9 on Turkeyfoot Lake Incentive District #1 TIF Ordinance, the “TIF Ordinances”) pursuant to Section 5709.40 of the Ohio Revised Code whereby the City has established two (2) tax increment financing incentive districts (collectively, the “Incentive Districts”) that will exempt 100% of the real property taxes on the increased value of the Development Property (the “Improvements”) resulting from the Project on the Development Property and require the Developer and subsequent owners of the Development Property to pay a service payment in lieu of taxes pursuant to Section 5709.42 of the Ohio Revised Code (“Service Payments”), equivalent to the amount of real property taxes exempted, with a portion of said Service Payments being subsequently used by the City to reimburse Developer for a portion of the costs of the Public Improvements, for a period of up to thirty (30) years after the date the first Improvement is realized on the Development Property, or for a period of time necessary to reimburse Developer for said portion of the costs of the Public Improvements, whichever is less, as set forth in this Agreement (the “TIF Financing”).
- F. The TIF Ordinances authorize the Service Payments to be used to make certain payments to the School District pursuant to this Agreement.

- G. The TIF Ordinances also authorizes the Service Payments to be used by the City to reimburse the Developer for the Developer’s costs incurred in designing, constructing, installing and financing the public infrastructure improvements that will benefit the Development Property as part of the Development, as the same are more fully set forth and defined in the Development Agreement, and for the City to further use the Service Payments pursuant to Section 5709.40 of the Ohio Revised Code.
- H. The City has provided information to the School District with respect to the Development.
- I. The City and the School District will derive substantial and significant benefits from the Development.
- J. On _____, 2025, the Board of Education of the School District adopted a resolution (the “School District Resolution”) approving this Agreement and the exemption of the Improvements under the TIF Ordinances (the “TIF Exemptions”) and waiving any other or further rights to notice of the TIF Exemptions and, except as provided in this Agreement, compensation in respect of the TIF Exemptions or the approval thereof.
- K. To facilitate the construction of the Development and to compensate the School District for a portion of the revenue that the School District would have received had the Improvements not been exempted from taxation, the City, Developer, and the School District have determined to enter into this Agreement on the terms hereinafter provided.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the City and Developer to proceed with the Development, the parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The recitals to this Agreement are incorporated herein by reference and made a part of this Agreement.

Section 2. City Payments to School District . Unless otherwise agreed to in writing by the City and the School District, with respect to Improvements upon and within the Development Property, for each tax collection year following a year in which the TIF Exemptions are in effect pursuant to any one or more of the TIF Ordinances for such Improvements (an “Exemption Year”), the City agrees to pay to the School District, from the Service Payments deposited into the municipal public improvement tax increment equivalent fund (the “TIF Fund”), if any (which shall be deposited into the TIF Fund after the payment of any sums due under 5709.40(F)), the payments determined under subsection (A) of this Section 2 (referred to herein as the “School Payments”):

(A) School Payments. The School Payments shall include the amounts calculated under the following clauses for each tax collection year following an Exemption Year:

- (i) A portion of the Service Payments received by the City which equals 55% of what the School District would have received if the Improvements had not been exempted from taxation by the TIF Ordinances, as set forth more fully the Compensation Agreement;
- (ii) Prior to the distribution of funds provided for in this Section 2(A)(i), the School District shall each receive from the Service Payments deposited into the TIF Fund 100% of the amount collected from any new or renewal levy that is approved by the voters for the benefit of the

School District adopted after the date of the adoption of the TIF Ordinances that is in excess of the amount attributable to the corresponding levy at the time of adoption of the TIF Ordinances.

(B) Timing of Payments . The City shall cause all School Payments for any Exemption Year to be paid on or before December 31 of the applicable tax collection year to the extent that Service Payments are received by the City from the Fiscal Officer of Summit County, Ohio (the “Fiscal Officer”) and available for such School Payments. Such School Payments shall be made to the School District by (or on behalf of) the City solely from the Service Payments it receives from the Fiscal Officer. For purposes of illustration, if the Improvements are exempt for tax year 2027, the School Payments shall be paid by the City to the School District on or before December 31, 2028.

(C) Termination of Agreement . After the Director of Finance of the City has determined that (a) all of the payments and reimbursements described in the TIF Ordinances, including those then due and those coming due in the future, have been made or provided for, (b) all of the School Payments due under this Section 2 have been made or provided for, and (c) all payments out of the Service Payments to be made to the Developer under the Development Agreement have been made, then the exemption from taxation pursuant to the TIF Ordinances and the Service Payments shall end, and this Agreement shall terminate.

Section 3. Review of Records . The School District may from time to time, with reasonable advance notice, review the records of the City relating to the receipt of Service Payments. The City and School District shall work together and communicate as to the calculation of the payments required under Section 2, including exchanging information as to the valuation of the Parcels and applicable effective tax rates for all School District levies. Further, the City shall, upon request of the School District in writing, notify the School District as to the receipt of Service Payments and the amount of the School Payments owed to the School District based upon the amount of Service Payments received.

Section 4. Reconciliation. The City and School District shall annually meet to review, calculate and reconcile payments to the School District, Developer and City.

Section 5. School District Consents and Waivers . In consideration of the compensation to be provided to it under this Agreement, the School District hereby:

(A) approves each TIF Exemption that may be granted under The Water 9 on Turkeyfoot Lake Incentive District #1 Ordinance and The Water 9 on Turkeyfoot Lake Incentive District #2 Ordinance for the number of years, commencing in the year or years specified, and for the percentage or percentages specified in the TIF Ordinances (collectively, the “TIF Exemptions”);

(B) waives any notice or other requirements set forth in Sections 5709.41, 5709.82, 5709.83 and 5715.27, Revised Code, with respect to the TIF Exemptions;

(C) waives any School District rights pursuant to Section 5715.27, Revised Code; and

(D) waives any defects or irregularities relating to the TIF Exemptions of the TIF Improvements, and agrees not to challenge, directly or indirectly, the validity of the TIF Exemptions of any TIF Improvements.

Section 6. Application of Ohio Revised Code Section 5709.82 . The School District acknowledges and agrees that this Agreement provides for the only compensation to be received by the School District from the City in connection with real property tax exemptions granted pursuant to the TIF

Ordinances, that there will be no income tax sharing in connection with those exemptions, and that the compensation provided for herein is in lieu of any other compensation that may be provided for in Section 5709.82, Revised Code.

Section 7. Amendment . This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 8. Entire Agreement . This Agreement is executed pursuant to Sections 5709.40, 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code, and sets forth the entire agreement and understanding between the parties as to the subject matter hereof, including without limitation all forms of compensation to be paid by the City to the School District pursuant to those sections, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. It is understood by the parties hereto that if all or a portion of the parcels are ever deemed to be exempt from real property taxes under any other section of the Revised Code, and if as a result, the City does not receive any Service Payments, the City's payment to the School District will terminate.

Section 9. Notices . All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to City: City of New Franklin
5611 Manchester Road
New Franklin, OH 44319
Attn: Mayor

with a copy to: City of New Franklin
5611 Manchester Road
New Franklin, OH 44319
Attn: Law Director

If to Developer: Adkins PLX Holdings, LLC
4602 Dusty's Circle
New Franklin, OH 44319
Attn: Timothy J. Adkins

with a copy to: Roetzel & Andress, LPA
222 S. Main St.
Suite 400
Akron, OH 44308
Attn: Jason D. Dodson, Esq.

If to the School District: Board of Education of the
Coventry Local School District
3257 Cormany Road
Coventry Township, OH 44319
Attn: Superintendent

with a copy to: _____

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 10. Change in Development .

(A) The City shall notify the School District if the Development to be constructed changes substantially after the date of this Agreement, and if requested by the City or the School District, those parties agree to meet to discuss the implications of any such change.

(B) The City shall request the School District to reaffirm, amend or enter into a new Compensation Agreement in the event of (i) a deviation by from the Development as contemplated and set forth in the Development Agreement in any material fashion, (ii) the replacement or substitution of Developer (other than a related entity), or (iii) the failure to approve the TIF Ordinances for the described improvements on or prior to the one-year anniversary of the Effective Date. The purpose of this provision is to protect the intent of the parties in that the School District's approval of the TIF Exemption and this Agreement is based on the current description of the Development, including the intended developer and timing of that Development, as presented to the School District.

Section 11. Severability of Provisions . The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 12. Counterparts . This Agreement 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 Agreement may execute this Agreement by signing any such counterpart.

Section 13. Extent of Covenants; Binding Effect; No Personal Liability . All covenants, stipulations, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the City and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the City and of each such officer, employee or body having authority to perform that duty, specifically enjoined by law resulting from an office, trust or station within the meaning of Ohio Revised Code Section 2731.01, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement shall be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 14. No Other Real Property Tax Exemptions. The City shall not authorize a real property tax exemption for the Development Property identified in **Exhibit A** other than the TIF Exemptions, including as provided in Ohio law under Ohio Revised Code Sections 3735.65 to 3735.70, 5709.40 and 5709.62, without the prior consent of the School District.

Section 15. Governing Law; Venue. The laws of the State of Ohio shall govern this Agreement and venue for any dispute concerning this Agreement shall be in any court of competent jurisdiction within Summit County, Ohio.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, and have executed this Agreement on the day and year first above written.

CITY OF NEW FRANKLIN, OHIO

BOARD OF EDUCATION OF THE
COVENTRY LOCAL SCHOOL DISTRICT

By: _____
Paul Adamson, Mayor

By: _____
Laura McGraw, President

By: _____
George E. Fisk, Superintendent

By: _____
Lisa Blough, Treasurer

ADKINS PLX HOLDINGS, LLC.

By: _____
Timothy J. Adkins, Manager

DRAFT

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of New Franklin under the foregoing Agreement, certifies hereby that any moneys required to meet the obligations of the City during the year 2025 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City 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, Ohio Revised Code.

Dated: _____, 2025

Director of Finance
City of New Franklin, Ohio

DRAFT

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Coventry Local School District under the foregoing Agreement, certifies hereby that the moneys required to meet any obligations of the School District during the year 2025 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the District 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, Ohio Revised Code.

Dated: _____, 2025

Treasurer, Coventry Local School District

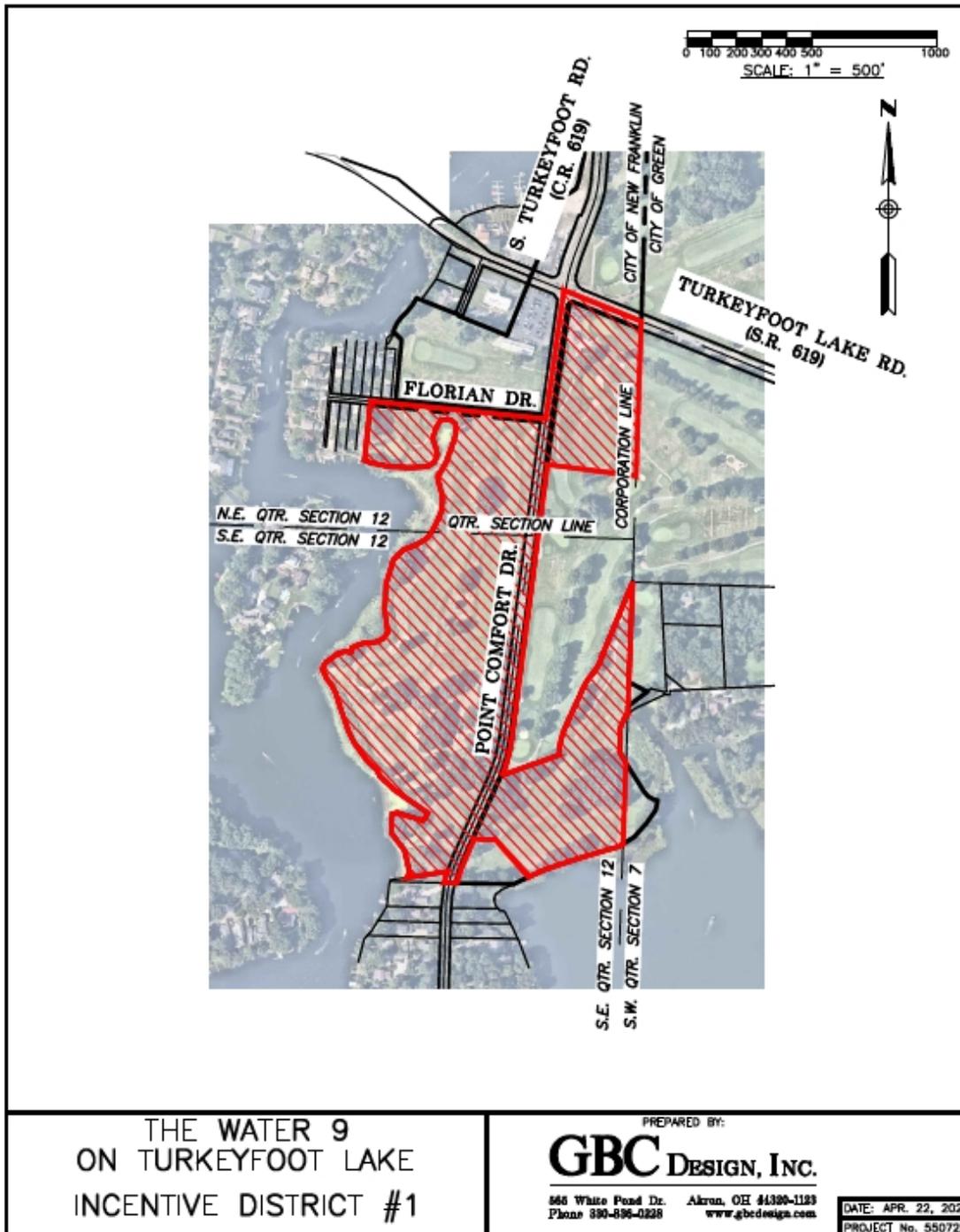
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EXHIBIT A

DESCRIPTION OF THE DEVELOPMENT PROPERTY

The Water 9 on Turkeyfoot Lake Incentive District #1 shall consist of a portion of parcel no. 2601990.

The following map depicts the area included within The Water 9 on Turkeyfoot Lake Incentive District #1:



The Water 9 on Turkeyfoot Lake Incentive District #2 shall consist of a portion of parcel no. 2601990.

The following map depicts the area included within The Water 9 on Turkeyfoot Lake Incentive District #2:

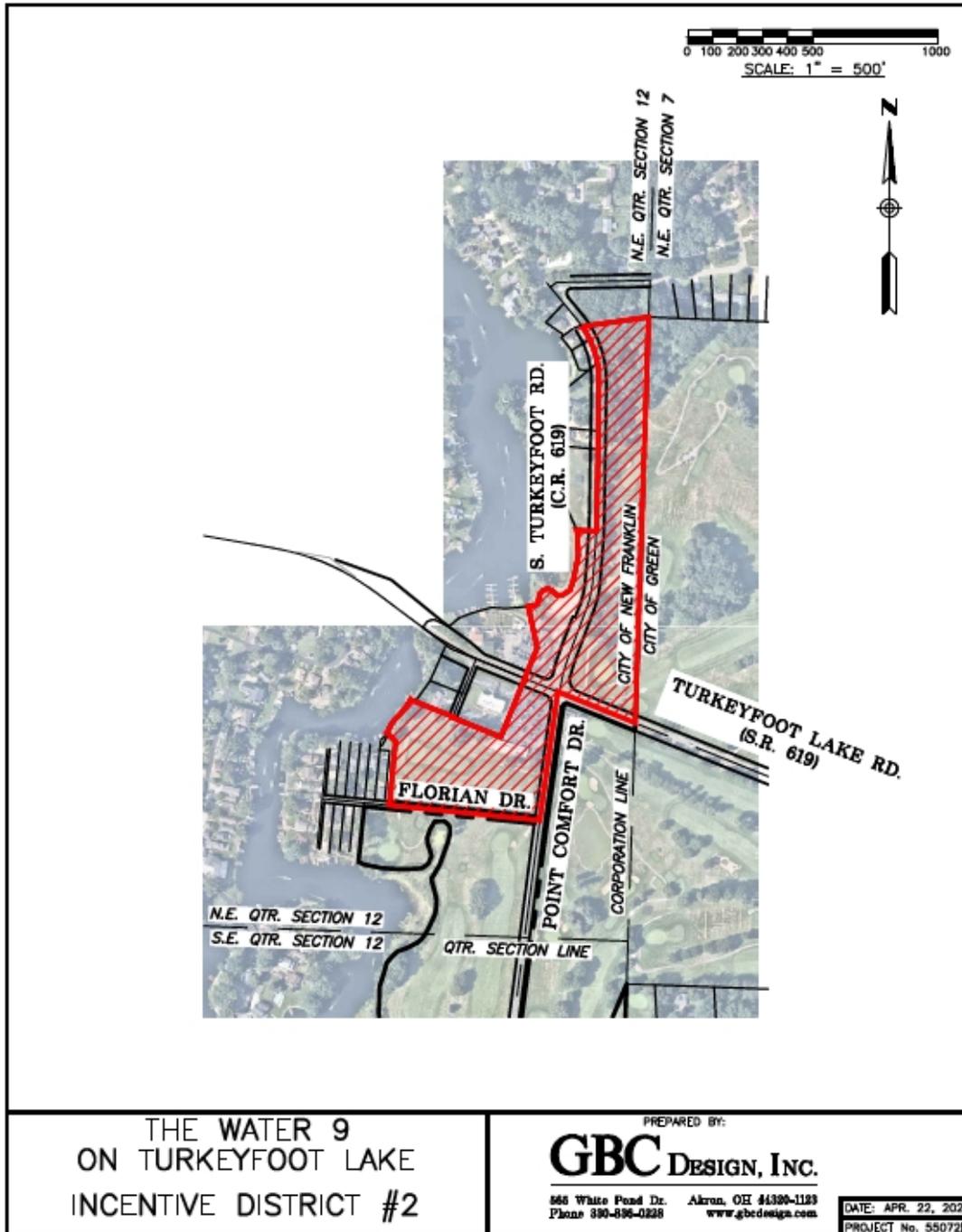


EXHIBIT B

DEVELOPMENT AGREEMENT

See attached.

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