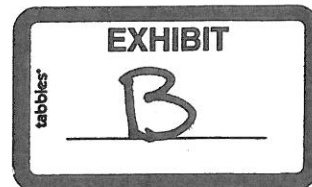


18-049



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COOPERATIVE AGREEMENT

among

AKRON CITY SCHOOL DISTRICT

and

CITY OF AKRON, OHIO

and

COUNTY OF SUMMIT, OHIO

and

UNITED WAY OF SUMMIT COUNTY

\_\_\_\_\_  
Dated as of  
\_\_\_\_\_, 2018  
\_\_\_\_\_

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## **COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT made and entered into as of February \_\_\_, 2018 by and among the AKRON CITY SCHOOL DISTRICT, a city school district organized and validly existing under the laws of the State (the "School District"), the CITY OF AKRON, OHIO, a municipal corporation duly organized and existing under the laws of the State and its Charter (the "City"), the COUNTY OF SUMMIT, OHIO, a county organized and existing under the laws of the State and its Charter (the "County"), and UNITED WAY OF SUMMIT COUNTY, a nonprofit corporation organized and existing under the law of the State ("United Way"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

### **Recitals:**

A. The School District is fee owner of those certain parcels of real property defined herein as the 70 North Broadway Property, 630 Mull Avenue Property and the 235 Smith Street Property.

B. The City is the fee owner of that certain parcel of real property defined herein as the 10 North Main Surface Parking Property.

C. The County is the fee owner of those certain parcels of real property defined herein as the 37 North High Street Property and the County North Broadway Surface Parking Property.

D. The School District intends to acquire from its owner that certain parcel of real property defined herein as the 10 North Main Street Property and renovate such Property for use as the School District's administrative offices, training center and other School District uses.

F. The School District wishes to acquire from the City the 10 North Main Surface Parking Property to utilize in conjunction with the 10 North Main Street Property.

F. The City wishes to acquire from the School District the 630 Mull Avenue Property and the 235 Smith Street Property, which it intends to hold such Properties for future development to benefit the residents of the City.

F. G. The County wishes to acquire the 70 North Broadway Surface Parking Property from the School District to combine the same with the 37 North High Street Property, and wishes to do so by exchanging the County North Broadway Surface Parking Property for the 70 North Broadway Surface Parking Property.

H. United Way wishes to acquire from the County the 37 North High Street Property and renovate such Property for use as its headquarters and administrative offices.

H. Concurrently with the acquisition and renovation of the 37 North High Street Property, United Way desires to acquire the 70 North Broadway Surface Parking Property from the County; and

I. The Cooperative Parties believe that the undertakings of each contemplated by this Agreement will support governmental functions, promote economic development in the City and the County, and create jobs and employment opportunities in the City and the County, and each of the Cooperative Parties has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of this Agreement, the Cooperative Parties agree as follows:

## ARTICLE I

### Definitions

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2. Definitions. As used herein:

“10 North Main Street Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit A hereto.

“10 North Main Street Surface Parking Property” means the real property, together with improvement thereon and appurtenances belong thereto, consisting of the surface parking lot behind the 10 North Main Street Property, more particularly described on Exhibit B hereto.

“37 North High Street Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit C hereto.

“70 North Broadway Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit D hereto.

“70 North Broadway Surface Parking Property” means the real property, together with improvement thereon and appurtenances belong thereto, constituting the surface parking lot that is a part of the 70 North Broadway Parking Property, more particularly depicted on Exhibit E hereto.

“235 Smith Street Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit F hereto.

“630 Mull Avenue Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit F hereto.

“Agreement” or “Cooperative Agreement” means this Cooperative Agreement as amended and supplemented from time to time.

“City” means the City of Akron, Ohio, a municipality organized and existing under the laws of the State and its Charter.

“City Contribution” means the City’s contribution towards the County’s share of the costs of infrastructure improvements to the Firestone Business Park Property in an amount of \$200,000. The City contribution shall be applied to reduce the County’s share of the costs of infrastructure improvements after the proportionate share of the City, the County and any private property owners contributing to the costs of the infrastructure improvements are calculated.

“City Land Swap” means the City Land Swap as defined in Section 3.2 of this Agreement.

“County Land Swap” means the County Land Swap as defined in Section 3.2 of this Agreement.

“Closing Dates” means, the respective closing date of each of the transactions described in Article III, as determined by the Cooperative Parties in accordance with Section 3.7 of this Agreement.

“Cooperative Parties” means the School District, the City, the County and United Way.

“County” means the County of Summit, Ohio, a county organized and existing under the laws of the State and its Charter.

“County North Broadway Surface Parking Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit H hereto.

“Firestone Business Park Property” means the real property, together with improvement thereon and appurtenances belong thereto, more particularly described on Exhibit J hereto.

“Legislative Authority” means, (i) as to the School District, the Board of Education of the School District; (ii) as to the City, the Council of the City; and (iii) as to the County, the Council of the County.

“Notice Address” means:

as to the School District:

Akron Public Schools  
70 North Broadway  
Akron, Ohio 44308  
Attn: Superintendent

as to the City:

City of Akron, Ohio  
Municipal Building  
166 South High Street  
Akron, Ohio 44308  
Attn: Mayor

with a copy to:

City of Akron  
Department of Law  
202 Ocasek Government Building  
161 South High Street  
Akron, Ohio 44308  
Attn: Director of Law

as to the County:

County of Summit, Ohio

Ohio Building, 8th Floor  
175 South Main Street  
Akron, Ohio 44308  
Attn: Executive

with a copy to:

County of Summit, Ohio  
Ohio Building, 8th Floor  
175 South Main Street  
Akron, Ohio 44308  
Attn: Director of Law, Insurance and  
Risk Management

as to United Way:

United Way of Summit County  
90 North Prospect Street  
Akron, Ohio 44304  
Attn: President & CEO

or such additional or different address, notice of which is given under Section 4.1 of this Agreement.

“Person” or words importing persons means firms, associations, partnerships (including without limitation general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or other governmental bodies, other legal entities and natural persons.

“Property” or “Properties” means any of the 10 North Main Street Property, the 10 North Main Street Surface Parking Property, the 37 North High Street Property, the 70 North Broadway Property, the 630 Mull Avenue Property, the County North Broadway Surface Parking Property or the 235 Smith Street Property, as the context requires.

“School District” means the Akron City School District, a city school district organized and existing under the laws of the State.

“State” means the State of Ohio.

“TIF Mortgages” means, collectively, the Mortgage from Portage Center I, LLC to the City for the calendar years 2018 through 2032 as further described in items 12 through 26 on Schedule BII to the Commitment for Title Insurance dated November 8, 2017 and issued by First American Title Insurance Company as File No. 1101-2467692.

“United Way” means United Way of Summit County, a nonprofit corporation organized and existing under the laws of the State.

Section 1.3. Interpretation. Any reference herein to the School District, the City, the County or to a Legislative Authority or to any member or officer of either includes entities or

officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Cooperative Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)



## ARTICLE II

### Representations and Covenants

Section 2.1. Representations of the School District. The School District represents that: (a) it is a city school district duly organized and validly existing under the laws of the State; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the School District, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the School District is a party or by which it is bound which would have an adverse effect on the School District's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the School District, will constitute the legal, valid and binding obligations of the School District, enforceable against it in accordance with the respective terms thereof.

Section 2.2. Representations of the City. The City represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the City, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound which would have an adverse effect on the City's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the City, will constitute the legal, valid and binding obligations of the City, enforceable against it in accordance with the respective terms thereof.

Section 2.3. Representations of the County. The County represents that: (a) it is a county duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the County, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound which would have an adverse effect on the County's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the County, will constitute the legal, valid and binding obligations of the County, enforceable against it in accordance with the respective terms thereof.

Section 2.4. Representations of the United Way. United Way represents that: (a) it is a nonprofit corporation duly organized and validly existing under the laws of the State; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement;

(c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to United Way, and does not, and will not, conflict with or result in a default under any agreement or instrument to which United Way is a party or by which it is bound which would have an adverse effect on United Way's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its board of directors has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by United Way, will constitute the legal, valid and binding obligations of United Way, enforceable against it in accordance with the respective terms thereof.

(End of Article II)

## ARTICLE III

### Cooperative Arrangements

Section 3.1. Cooperative Arrangements. For the reasons set forth in the Recitals to this Agreement, the Cooperative Parties have determined to cooperate with one another in accordance with the terms of this Agreement.

Section 3.2. City Land Swap; County Land Swap. The School District intends to acquire from its owner the 10 North Main Street Property and renovate that Property for use as its administrative offices, training center and other School District uses. In order to facilitate the acquisition of the 10 North Main Street Property by the School District for such uses, (a) the City agrees to transfer and convey by quit-claim deed to the School District the 10 North Main Street Surface Parking Property and to file such documents in the real property records of the County to release the lien of the TIF Mortgages from the 10 North Main Street Property; and (b) in consideration of such transfer and conveyance, the School District agrees to transfer and convey to the City by quit-claim deed the 630 Mull Avenue Property and the 235 Smith Street Property (collectively, the "City Land Swap"). The City Land Swap will be undertaken by the School District and the City pursuant to Section 3313.40 of the Revised Code.

The School District also intends to acquire from the County the County North Broadway Surface Parking Property. In order to facilitate the acquisition of the County North Broadway Surface Parking Property, (a) the School District agrees to split the 70 North Broadway Surface Parking Property from the 70 North Broadway Property, (b) the County agrees to transfer and convey by quit-claim deed to the School District the County North Broadway Surface Parking Property; and (b) in consideration of such transfer and conveyance, the School District agrees to transfer and convey to the County by quit-claim deed the 70 North Broadway Surface Parking Property (the "County Land Swap"). The County Land Swap will be undertaken by the School District and the County pursuant to 3313.41(C) of the Revised Code. United Way agrees to pay for the costs of the survey and split of the 70 North Broadway Surface Parking Property from the 70 North Broadway Property, as set forth in Section 3.5 below.

During such time as the School District is renovating the 10 North Main Street Property for its use, and during all times prior to the transfer of the 70 North Broadway Surface Parking Property from the County to United Way, as outlined below, the County agrees to lease to the School District the 70 North Broadway Surface Parking Property for use as the parking facility for the School District's administrative offices. Additionally, the School District may also use the County North Broadway Surface Parking Property for parking for the School District's administrative offices prior to its relocation of its administrative offices to the 10 North Main Street Property.

The agreement to transfer and convey each Property contemplated by this Section and the lease of the 70 North Broadway Property by the County to the School District shall be subject to the School District and the County or the City, as applicable, entering into such further agreement or agreements as they mutually deemed necessary or appropriate.

The School District has determined to utilize the legal services of Roetzel & Andress, LPA to draft all of the documents necessary in connection with (a) the acquisition of the 10 North Main Street Property, (b) the City Land Swap, (c) the County Land Swap and (d) the School District's lease of the 70 North Broadway Surface Parking Property from the County. The City shall be represented by its Department of Law in the negotiation of the documents necessary to complete those transactions, including the City Land Swap. The County shall be represented by its Department of Law, Insurance and Risk Management in the negotiation of the documents necessary to complete those transactions, including the County Land Swap.

Section 3.3. Development of Properties. Subject to the provisions of Section 3.5 below, the City intends to acquire and hold the 630 Mull Avenue and the 235 Smith Street Property for future development to benefit the residents of the City and the County and promote the creating of jobs and employment opportunities in the City and the County. The County intends to acquire and hold the 70 North Broadway Surface Parking Property, for future development to benefit the residents of the City and the County and promote the creating of jobs and employment opportunities in the City and the County, specifically through combining the same with the 37 North High Street Property and transferring the same to United Way for further development.

Section 3.4. United Way Offices. United Way intends to purchase from the County and renovate the 37 North High Street Property for use as its offices, and the County has agreed to sell to United Way the 37 North High Street Property from the County, upon such terms and conditions as the County and United Way shall mutually agree, consistent with the terms and conditions of the Term Sheet attached hereto as Exhibit I.

The agreement to transfer the 37 North High Street Property contemplated by this Section shall be subject to the County and United Way entering into such further agreement or agreements as they mutually deemed necessary or appropriate, including, but not limited to the Real Estate Sales Agreement (as defined in the Term Sheet).

The County has determined to utilize the legal services of Roetzel & Andress, LPA in the drafting of the Real Estate Sales Agreement and such other documents as shall be necessary in connection with the sale and purchase of the 37 North High Street Property, and the County and United Way agree to share the costs of such legal services performed by Roetzel & Andress, LPA on behalf of the County equally.

Section 3.5. 70 North Broadway Surface Parking Property. In order to accommodate the purchase and renovation of the 37 North High Street Property by United Way for use as its offices, the County agrees, upon receipt of the transfer and conveyance to it of the 70 North Broadway Surface Parking Property, to (a) request the City to abandon the public alleyway adjacent thereto, and (b) transfer the 70 North Broadway Surface Parking Property and property constituting the adjacent abandoned alleyway to United Way, for the consideration of \$1.00. The County and United Way intend that the transfer of the 70 North Broadway Surface Parking Property by the County to United Way shall occur as soon as practicable after acquisition of the same by the County. The City agrees to promptly submit to its City Council such ordinances as shall be necessary to cause the abandonment of the public alleyway adjacent to the 70 North Broadway Surface Parking Property.

The agreement to transfer the 70 North Broadway Surface Parking Property contemplated by this Section shall be subject to the County and United Way entering into such further agreement or agreements as they mutually deemed necessary or appropriate.

Following the transfer of the 70 North Broadway Surface Parking Property from the County to United Way, United Way will lease the same to the School District for the School District to use as its parking facility for School District's administrative offices during the time that the School District is renovating the 10 North Main Street Property. United Way and the School District agree to mutually determine as part of the lease agreement a termination date/event for the lease that accommodates the School District's need to use the 70 North Broadway Surface Parking Property while the 10 North Main Street Property is renovated, but also ensures that the United Way is able to make productive use of the 37 North Main Street Property following renovation of the same for its use.

United Way shall engage the services of an appropriate surveyor to effectuate the survey and split of the 70 North Broadway Surface Parking Property from the 70 North Broadway Property, and shall bear the cost of the same, including any necessary recording and/or transfer fees.

The County has determined to utilize the legal services of Roetzel & Andress, LPA in the drafting of the Real Estate Sales Agreement and such other documents as shall be necessary to (a) cause the 70 North Broadway Surface Parking Property to be split as a separate tax parcel from the 70 North Broadway Property, (b) abandon the public alleyway adjacent thereto, and (c) transfer the 70 North Broadway Surface Parking Property and property constituting the adjacent abandoned alleyway to United Way. The transfer of the 70 North Broadway Surface Parking Property by the County to United Way may be included in the Real Estate Sales Agreement described in Section 3.4 above. The County and United Way agree to share the costs of such legal services performed by Roetzel & Andress, LPA on behalf of the County equally.

Section 3.6. City Contribution to Firestone Business Park. The City acknowledges and agrees that, in consideration of the County's agreement to complete the County Land Swap described above, it shall be necessary for the City to provide the City Contribution to the Firestone Business Park Property. The City Contribution shall include such infrastructure improvements as mutually agreed upon the City and the County. The City and the County agree that this agreement to provide the City Contribution shall be subject to a future cooperative agreement between the City and the County, which cooperative agreement shall be in form and substance reasonably acceptable to the City and the County.

Section 3.7. Closing Dates. The Cooperative Parties agree to mutually determine the appropriate Closing Dates for each of the transactions described in Section 3.1 through 3.6 above, and to close each of the aforementioned transactions concurrently or as concurrent as practicable.

(End of Article III)



## ARTICLE IV

### Miscellaneous

Section 4.1. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Parties. The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Agreement shall be given in such other manner as in the judgment of the Trustee shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 4.2. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the School District, the City, the County or their respective Legislative Authorities, or United Way in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the School District, the City, the County or United Way contained in this Agreement.

Section 4.3. Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted successors and assigns. This Agreement may be enforced only by the Cooperative Parties, their assignees and others who may, by law, stand in their respective places.

Section 4.4. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, no provision of this Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all of the Cooperative Parties.

Section 4.5. Execution Counterparts. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 4.6. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 4.7. Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties, as provided herein.

Section 4.8. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in a State court sitting in the County.

(End of Article IV)

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**AKRON CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ryan Pendleton, Treasurer

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Education

**CITY OF AKRON, OHIO**

By: \_\_\_\_\_  
Daniel M. Horrigan, Mayor

Approved as to form and correctness:

\_\_\_\_\_  
Eve V. Belfance, Director of Law  
City of Akron, Ohio

**COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Ilene Shapiro, Executive

Approved as to form and correctness:

\_\_\_\_\_  
Deborah Matz, Director of Department  
of Law, Insurance and Risk  
Management, County of Summit, Ohio

**UNITED WAY OF SUMMIT COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



FISCAL OFFICER'S CERTIFICATE  
AKRON CITY SCHOOL DISTRICT

The undersigned, Treasurer of the Akron City School District, hereby certifies that the moneys required to meet the obligations of the School District during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the School District for such purposes and are in the treasury of the School 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.

\_\_\_\_\_  
Treasurer  
Akron City School District

Dated: \_\_\_\_\_, 2018

FISCAL OFFICER'S CERTIFICATE  
CITY OF AKRON, OHIO

The undersigned, Finance Director of the City of Akron, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes 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.

\_\_\_\_\_  
Finance Director  
City of Akron, Ohio

Dated: \_\_\_\_\_, 2018

FISCAL OFFICER'S CERTIFICATE  
COUNTY OF SUMMIT, OHIO

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2018 under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County 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.

\_\_\_\_\_  
Fiscal Officer  
County of Summit, Ohio

Dated: \_\_\_\_\_, 2018

## EXHIBIT A

### Legal Description of 10 North Main Street Property

The land referred to herein below is situated in the City of Akron, County of Summit, State of Ohio, and is described as follows:

And known as being a part of lots 2, 8, 17, 18, 19, and 20 and all of lots 2, 4, 5, 6, and 7 of Kings Blocks No. 2 as recorded in Transcribed Records Page 17, and part of Bank Alley as vacated by City of Akron Ordinance No. 7-2001 recorded as Summit County Auditor's Reception No. 54507553 and more fully described as follows:

Beginning at a capped number six rebar found in a monument box at the intersection of the centerline of North Main Street with the centerline of West Market Street, said point having the Ohio Plane Coordinate value of \$18,277.027 North, 2,270,989.259 East, (NAD 27); Thence northwesterly along the centerline of West Market Street, N-72° 50' 09"-W (Grid Bearing NAD 27), 62.37 feet to a point; Thence northeasterly, N-17° 18' 01"-E, 55.44 feet to a capped number five rebar set at the intersection of the northerly right of way of West Market Street with the westerly right of way of North Main Street, said point being the True Place of Beginning for the land herein described;

Thence northwesterly along the northerly right of way of West Market Street, N-72° 50' 09"-W, 161.51 feet to a capped number five rebar set;

Thence northeasterly along a new division line through land owned by the City of Akron (O.R. 1717, Pgs. 1430-1462), N-17° 18' 01"-E, 271.50 feet to a capped number five rebar set;

Thence southeasterly along a new division line through said City of Akron land, S-72° 50' 09"-E, 161.51 feet to a capped number five rebar set;

Thence southwesterly along the westerly right of way of North Main Street, S-17° 18' 01"-W, 271.50 feet to the True Place of Beginning for the land herein described and containing 1.0067 acres of land as surveyed by Michael J. Hudik, Professional Surveyor (P.S. #6788) in December, 2000.

PPN: 68-59738 0301225A1002000 and 68-60089 0301225A2003000

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: 10 North Main Street Akron, OH 44308

Parcel No.: 68-59738 and 68-60089

EXHIBIT B

Legal Description of 10 North Main Street Surface Parking Property

## EXHIBIT C

### Legal Description of 37 North High Street Property

The land referred to herein below is situated in the City of Akron, County of Summit, State of Ohio, and is described as follows:

And known as being Lots Nos. 4, 5, 6 and 7 in Block 17, Kings Addition to the City of Akron, as recorded on Pages 16 and 17 of the Transcribed Records of Summit County, be the same more or less.

PPN: 67-55512 030122501001000 and 67-51667 030122602013000

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: 37 North High Street Akron, OH  
Parcel No.: 67-55512 and 67-51667

## EXHIBIT D

### Legal Description of 70 North Broadway Property

The land referred to herein below is situated in the City of Akron, County of Summit, State of Ohio, and is described as follows:

PARCEL 1:  
TRACT I:

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT, STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING THE SOUTHERLY HALF OF LOT THIRTY (30) IN BLOCK SEVENTEEN (17) IN THE TOWN PLAT OF AKRON AS SURVEYED AND NUMBERED BY A.G. MALLISON SURVEYOR AND RECORDED IN THE RECORDS OF PORTAGE COUNTY OHIO PAGES 555 INCLUSIVE BOUNDED EAST, SOUTH AND WEST BY THE LINES OF THE LOT, AND NORTH BY A LINE RUNNING EAST AND WEST THROUGH THE CENTER OF THE LOT DIVIDING SAID LOT INTO EQUAL PARTS.

THE NORTH 1/2 OF SUBLOT 30 IS DESCRIBED AS FOLLOWS:

SITUATED IN PORTAGE TOWNSHIP IN THE COUNTY OF SUMMIT AND IN THE STATE OF OHIO AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING THE NORTHERLY HALF OF LOT NUMBER THIRTY (30) IN BLOCK NUMBER SEVENTEEN (17) IN THE TOWN PLAT OF AKRON AS SURVEYED AND NUMBERED BY A. G. MALLISON SURVEYOR AND RECORDED IN THE RECORDS OF PORTAGE COUNTY, OHIO, BOOK "U", PAGES 555 INCLUSIVE.

TRACT II:

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING ALL THAT PART OF LOT NO. 31, IN BLOCK NO. 17 LYING SOUTH OF AN ALLEY 16 FEET WIDE AND RUNNING THROUGH SAID LOT AS SURVEYED AND NUMBERED BY A.G. MALLISON SURVEYOR, AND RECORDED IN THE RECORDS OF PORTAGE COUNTY, OHIO BOOK "U", PAGES 555 INCLUSIVE.

TRACT III:

SITUATED IN THE CITY OF AKRON, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING THE WEST PART OF LOT NO. 28, IN BLOCK NO. 17 OF KINGS ADDITION TO AKRON, AS SURVEYED AND NUMBERED BY A. G. MALLISON AND RECORDED IN THE RECORDS OF PORTAGE COUNTY IN BOOK "U" PAGES 555 INCLUSIVE AND IN SUMMIT COUNTY TRANSCRIBED RECORD OF PLATS PAGE 17 AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT NO. 28; THENCE EAST ON THE NORTH LINE OF SAID LOT, 61 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT, 66 FEET TO THE SOUTH LINE THEREOF; THENCE WEST ON SAID SOUTH LINE 61 FEET TO THE SOUTH WEST CORNER OF SAID LOT; THENCE NORTH ON THE WEST LINE OF LOT, 66 FEET TO THE PLACE OF BEGINNING, BE THE SAME MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING:

EXHIBIT E

Depiction of 70 North Main Street Surface Parking Property



EXHIBIT F

Legal Description of 235 Smith Street Property

EXHIBIT G

Legal Description 630 Mull Avenue Property

EXHIBIT H

Legal Description of County North Broadway Parking Property

EXHIBIT I

37 North High Street Property Term Sheet

EXHIBIT J

Depiction of Firestone Business Park Property