

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

December 06, 2021

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Houk Roll Call: Clerk of Council Approval of Minutes

Welcome & Reading of Agenda: Pres Houk

LANDS: Mr. Schottke

- | | |
|----------------------------|---|
| <u>Ordinance C-62-21</u> | Accept the Plat of Pinnacle Quarry, Section 2 located south of White Road. Second reading and public hearing. |
| <u>Ordinance C-70-21</u> | Authorize the City Administrator to enter into Community Reinvestment Area Agreements to expand CRA #1. First reading. |
| <u>Ordinance C-71-21</u> | Authorize the City Administrator to Execute Pre-Annexation Agreements with Various Property Owners in the vicinity of I-71 and S.R. 665. First reading. |
| <u>Resolution CR-59-21</u> | Approve a Certificate of Appropriateness for JP Morgan Chase for Rooftop Solar Panels. |
-

SERVICE: Mr. Berry

- | | |
|--------------------------|--|
| <u>Ordinance C-72-21</u> | Accept Stormwater and Sanitary Easements on the Pinnacle Quarry site. First reading. |
| <u>Ordinance C-73-21</u> | Supporting the Stormwater Modeling Report and designating \$3.9 million from the American Rescue Plan Act for Municipal Stormwater Projects identified in the Final Stormwater Report from EMH&T. First reading. |
-

FINANCE: Mr. Holt

- | | |
|--------------------------|---|
| <u>Ordinance C-68-21</u> | Grant an Exceptional Circumstance for 3946 Broadway to increase the maximum award under the Town Center Commercial Revitalization Grant Program. Second reading and public hearing. |
| <u>Ordinance C-69-21</u> | Grant an Exceptional Circumstance for 4326 Broadway to increase the maximum award under the Town Center Commercial Revitalization Grant Program. Second reading and public hearing. |
| <u>Ordinance C-74-21</u> | Appropriate \$1,750,000.00 from the Deposit Trust Fund and Reduce Appropriation Amounts from Various Funds. First reading. |
| <u>Ordinance C-75-21</u> | Appropriate \$6,000.00 from the Senior Nutrition Fund for the current expense of the Meals on Wheels Program. First reading. |
| <u>Ordinance C-76-21</u> | Appropriate \$8,633.00 from the Local Coronavirus Relief Fund for the current expense of Pandemic-related expenses as required under the CARES Act. First reading. |
-

Call for New Business: ***Electric Aggregation Public Hearing***

Call for Dept. Reports & Closing Comments Adjourn

ON FILE: Minutes of: 11/15 Council

Date: 10/12/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-62-21
1st Reading: 10/18/21
Public Notice: 10/18/21
2nd Reading: 11/01/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postponed
to 11/15
12/06*

ORDINANCE C-62-21

AN ORDINANCE TO ACCEPT THE PLAT OF PINNACLE QUARRY, SECTION 2

WHEREAS, Pinnacle Quarry, Section 2, a subdivision containing lots 1 - 18, 42 - 46, 47 - 50, 64, 91 - 92, 116 - 121, inclusive, and areas designated as Reserve "A, B" & "C" has been submitted to Council for their consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Plat of Pinnacle Quarry, Section 2, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 469, containing 8.691 acres of land, more or less. Said 8.691 acres being all of that 14.114 acre tract of land conveyed to M/I Homes of Central Ohio, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11-30-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-70-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO COMMUNITY REINVESTMENT AREA AGREEMENTS TO EXPAND CRA #1

WHEREAS, the City of Grove City has historically encouraged the development of commercial and industrial structures within its boundaries, which development has resulted in the creation and retention of employment opportunities in the City; and

WHEREAS, to encourage such economic development, Council adopted Ordinance No. C-18-83 on April 18, 1983, designating the area specified in the Ordinance as Community Reinvestment Area #1 pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 as those sections provided prior to July 1, 1994 (the "Pre-1994 CRA Act") and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures within the boundaries of Community Reinvestment Area #1 in accordance with the Pre-1994 CRA Act; and

WHEREAS, the City can make one final expansion to Community Reinvestment Area #1 by adding additional acreage to this incentive district under the Pre-1994 CRA designation; and

WHEREAS, the City believes that due to the real and perceived impacts on properties located in proximity to the landfill, it is necessary to provide economic incentives in order to encourage desirable development in this geographical area of the City; and

WHEREAS, the First Baptist Church of Grove City, Buckeye Ranch Holding LLC, Zuber Crossing LLC and Richard T. Barbee Jr. (Collectively the "Properties") are the owners of properties that are located in the City that abut the existing CRA #1 boundaries; and

WHEREAS, in order to encourage the type of development likely to create jobs and income tax revenues for the City, the Properties desire to execute a Community Reinvestment Area/New Community Authority Agreement to provide for the successful future development of the Property, which development will create and preserve employment opportunities in the City and will benefit the citizens of the City of Grove City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with the First Baptist Church of Grove City, substantially in the form attached as Exhibit A, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 2. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Buckeye Ranch Holding LLC,

substantially in the form attached as Exhibit B, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 3. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Zuber Crossing LLC, substantially in the form attached as Exhibit C, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 4. City Council hereby authorizes the City Administrator to enter into a Community Reinvestment Area Agreement/New Community Authority Agreement with Richard T. Barbee Jr., substantially in the form attached as Exhibit D, for the purpose of including the Property into Community Reinvestment Area #1.

SECTION 5. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-70-21

**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the ____ day of _____, 2021 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and The First Baptist Church of Grove City, an Ohio not-for-profit corporation (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately ninety-five (95) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided prior to closing.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # 1 (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent (15%); (ii) for office uses,

property owners shall pay an NCA charge of fifty percent (50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

- D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council.
- F. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
 4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.
 5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: First Baptist Church of Grove City
3301 Orders Road
Grove City, Ohio 43123

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Robert A. Hohn

Robert Hohn
Chairman of the First Baptist
Church Trustees

Date: 2/24/2021

City of Grove City

by: _____

Charles W. Boso, Jr.
City Administrator

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

per authority granted by

Ordinance No.: _____

Passed _____, 202_.

Exhibit "1"

EXHIBIT 1



Disclaimer

FIRST BAPTIST CHURCH OF GROVE CITY

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

Existing CRA Boundary
Proposed CRA Addition

1 inch = 750 feet

0 250 500 1,000 1,500 Feet

CRA #1 EXPANSION AGREEMENT

THIS CRA #1 EXPANSION AGREEMENT (the "Agreement") is entered into as of this day of _____, 2021 (the "Effective Date") by and between the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation having an address for purposes hereof at 4035 Broadway, Grove City, OH 43123 (the "City"), and **BUCKEYE RANCH HOLDINGS LLC**, an Ohio limited liability company having an address for purposes hereof at c/o Wills Creek, 580 N. Fourth Street, Suite 120-B, Columbus, Ohio 43215 (together with its affiliates, the "BRH").

I. RECITALS

A. The City desires that properties located generally along London-Groveport Road and impacted by the landfill operations of the Solid Waste Authority of Central Ohio, be developed for industrial and business uses.

B. In order to incentivize the industrial and business development of such properties, the City is prepared to expand "CRA #1", the existing community reinvestment area, which was created prior to July 1, 1994, and which provides for a 15-year, 100% exemption of the improvements constructed on properties included within the reinvestment area from real property taxation pursuant to applicable provisions of the Ohio Revised Code.

C. Because there are statutory limits on the number of times CRA #1 can be expanded by the City, the City desires to include as many properties as possible in the last and final expansion of CRA #1 as a "Pre-1994 CRA".

D. A significant property that the City desires to include in CRA #1 is a property consisting of 295.7± acres of land located generally east of State Route 62 and north of London-Groveport Road, the legal description of which is attached hereto as Exhibit A (the "Annexation Property").

E. BRH has negotiated with owners of the Annexation Property and is prepared to initiate the annexation of the Annexation Property into the City of Grove City subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained the sufficiency of which are acknowledged by the parties hereto, the City and BRH hereby agree as follows:

II. TERMS AND CONDITION

1. Recitals. The above Recitals are incorporated into the Terms and Conditions as if fully written herein.

2. BRH's Obligations.

(a) File Annexation: BRH shall cause the filing of the petition for annexation of the Annexation Property (the "Annexation Petition") with the Board of

County Commissioners for the County (the "County") not later than 30 calendar days after the Effective Date of this Agreement and to prosecute the annexation of the Property to completion. The City and BRH acknowledge and agree that, pursuant to that certain annexation agreement between the City and the owner of the Annexation Property, as authorized pursuant to Ordinance C-58-20, passed on November 16, 2020, once the Annexation Petition is filed with the County, it may not be withdrawn by BRH or by the owner of the Annexation Property.

- (b) Recreation Development Fees; Open Space and/or Parkland Dedication Requirements. BRH shall comply with City Code Section 1101.09, as that Section reads on the Effective Date of this Agreement.

3. City's Obligations. Not later than 30 days after the completion of the annexation of the Annexation Property to the City of Grove City, the City agrees to introduce as a first reading the ordinance expanding the CRA #1 (the "Expansion Ordinance") to include BRH's property consisting of approximately 28± acres of real property more particularly described in Exhibit B, attached hereto (the "Property"). Following the expansion of CRA #1 to include the Property, BRH shall prepare, execute, and file, within the time periods set forth in the Ohio Revised Code, such applications, documents, and other information with appropriate officials of the State, the City, or other public body as may be required to implement the exemption from real property taxation in accordance with the provisions of the CRA #1 (the "CRA #1 Exemption"). The City shall participate in such preparation and filing by BRH, including, without limitation, executing such applications and documents as may be appropriate in assisting BRH in obtaining such exemptions. The City and BRH shall perform such acts as are reasonably necessary or appropriate to affect, claim, preserve, and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City agrees to execute all documents and enter into any agreements that may be reasonably necessary to establish and maintain the CRA #1 Exemption with respect to the Property. The failure of the City to expand the CRA #1 to include the Property, for any reason, except for BRH's actions or inactions in performing BRH's obligations under this Agreement, within 60 days of the first reading of the Expansion Ordinance shall be a breach of this Agreement by the City.

Notwithstanding anything to the contrary contained herein, the "Property" to be added to CRA #1 does not include the two outparcels along Hoover Road (and identified as Franklin County Parcel ID Nos. 040-016670 (1.5± acres) and 040-016671 (1.4± acres)).

4. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

If to BRH:

Buckeye Ranch Holdings, LLC
580 N. Fourth Street, Suite 120-B
Columbus, Ohio 43215
Attn: Jim Schrim

If to the City:

City of Grove City
4035 Broadway
Grove City, OH 4312
Attn: City Administrator

5. Miscellaneous.

(a) Conflict of Interest: Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to BRH, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to BRH or any successor to BRH or on any obligations under this Agreement.

(b) Process of Agreement. The execution of this Agreement by the City Administrator on behalf of the City has been approved by the City Council through passage of Ordinance C-__-21 (the "Ordinance"), and as of the date of this Agreement the Ordinance remains in full force and effect.

(c) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between BRH and the City.

(d) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the City and BRH, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and BRH. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(e) Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.

(f) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(g) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a municipal corporation and political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

(h) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(i) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

(j) Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction.

(k) Further Actions. The City and BRH agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

[Signatures Follow on the Next Page]

The City has caused this Agreement to be duly executed by Charles W. Boso, Jr., its City Administrator, as authorized by Ordinance No. C- -21, and BRH Ventures, LLC has caused this Agreement to be duly executed by, all as of the date first above written.

CITY OF GROVE CITY, OHIO

By: _____
Charles W. Boso, Jr.
City Administrator

BUCKEYE RANCH HOLDING, LLC, an
Ohio limited liability company

By: BBR VENTURES, LLC, an Ohio limited
liability company, its sole member

By: WC Investors I, LLC, an Ohio limited
liability company, its Managing Member

By: _____
James D. Schrim, III
Manager

Approved as to form:

Signature Date
Stephen J. Smith Law Director

[SIGNATURE PAGE – LAND ACQUISITION AND DEVELOPMENT AGREEMENT]

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Grove City, Ohio by Charles W. Boso, Jr. its City Administrator, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of him personally as such City Administrator.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

Notary Public

FISCAL OFFICER'S CERTIFICATE

The undersigned, Finance Director of the City of Grove City, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2021 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 O.R.C. Sections 5705.41 and 5705.44.

Dated: _____, 2021

Finance Director
City of Grove City, Ohio

EXHIBIT A

DESCRIPTION OF ANNEXATION PROPERTY

RECEIVED

JUN 22 2021

Franklin County Recorder
Cornell W. Robinson, III, P.S.

Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTANCE
CORNELL W. ROBINSON, III, P.S.
FRANKLIN COUNTY, OHIO
By [Signature] Date 6/22/21

PROPOSED ANNEXATION OF 295.7 +/- ACRES FROM JACKSON TOWNSHIP AND PLEASANT TOWNSHIP TO THE CITY OF GROVE CITY

Situate in the State of Ohio, County of Franklin, Township of Jackson, being in Virginia Military Survey Numbers 1371 and 6178, being all of Tracts I and III, and the part of Tract IV which lies in Virginia Military Survey 1371, as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated October 23, 2001 in Instrument number 200111140263753, also being all of the 68.146 acre tract as conveyed to Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust, Dated October 23, 2001, and Louise Crago and Laura J. Sidner (formerly known as Laura Vitrano), Successor Co-Trustees of the Virgil H. Sidner Trust, Dated October 23, 2001, of record in Instrument Number 202105140086478, all records being of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at the intersection of the centerline of right-of-way of London Groveport Road (S.R. 665) (60') and centerline of right-of-way of Harrisburg Pike (U.S. 62 & S.R. 3) (80'), also being the southwesterly corner of said 68.146 acre tract, said point being the **TRUE POINT OF BEGINNING** for the parcel herein described;

Thence along the centerline of right-of-way of said Harrisburg Pike and along the westerly line of said 68.146 acre tract and said Tract 1, North 32°44'07" East, 3113.7 feet to a point, being the northwesterly corner of said Tract 1;

Thence across said Harrisburg Pike right-of-way, along the northerly line of said Tract I, across the existing corporation line of Pleasant Township and Jackson Township, South 87°41'32" East, 3598.5 feet to a point, being the northeasterly corner of said Tract I;

Thence along the easterly lines of said Tract I and said Tract III, and across said London Groveport Road right-of-way, along the existing City of Grove City corporation line as established Ordinance Number C-32-13 as recorded in Instrument Number 201307010110206, South 02°49'10" West, 3124.9 feet to a point, being the southeasterly corner of said Tract III, also being the centerline of right-of-way of said London Groveport Road;

Thence along the southerly line of said Tract III, said Tract IV, said 68.146 acre tract, and along the centerline of right-of-way of said London Groveport Road, North 82°48'30" West, 5166.3 feet to the **POINT OF BEGINNING, containing 295.7 acres, more or less in the proposed annexation.**

The total acreage of the combined boundary described herein contains a net acreage of 295.7 acres, being 68.1 acres out of PID 230-003408-00 (68.1 acres total from Pleasant Township), being 75.0 acres out of PID 160-000085-00, being 76.0 acres out of PID 160-000120-00, and being 76.6 acres out of PID 160-000304 (227.6 acres total from Jackson Township).

This description and exhibit are intended for annexation purposes only and is not to be used for transfer of property.

Total perimeter of annexation is 15,003 feet of which 3,125 feet is contiguous with the City of Grove City by Ordinance Number C-32-13, giving 21% perimeter contiguity.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342 and is based on field surveys conducted by E.P. Ferris & Associates, Inc. in October of 2020 under the direct supervision of Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342.

EXHIBIT B

DESCRIPTION OF PROPERTY

1 OF 2

**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the 30th day of Nov, 2020 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and Zuber Crossing the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately 81.40 () acres of land located in the City of Grove City, the legal description of which is attached hereto as **Exhibit "1"** (the "Property").
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # _____ (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent (15%); (ii) for office uses, property owners shall pay an NCA charge of fifty percent

(50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.

E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA, must be approved by the City Council.

F. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impracticably, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner:

John Vlatis
10085 Wellington Blvd
Powell, Ohio 43065

If to City:

City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause: Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by:

Zuber Crossing

[Signature]

City of Grove City

by: _____

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2020.

EXHIBIT 1



Disclaimer

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

ZUBER CROSSING LLC

Existing CRA Boundary
Proposed CRA Addition

1 inch = 750 feet

0 250 500 1,000 1,500 Feet

**COMMUNITY REINVESTMENT AREA/
NEW COMMUNITY AUTHORITY AGREEMENT**

This Community Reinvestment Area/New Community Authority Agreement (the "Agreement") is made and entered into the 16 day of March, 2021 (the "Effective Date") by and between the City of Grove City, Ohio (the "City") and T. Richard Barbee, Junior (the "Property Owner").

I. Background

- A. Property Owner is the owner of property consisting of approximately thirty-four (34) acres of land located in the City of Grove City, the depiction of which is attached hereto as **Exhibit "1"** (the "Property"). A legal description of the Property will be provided prior to closing.
- B. The Property Owner desires that the City expand the boundary of the existing pre-1994 Community Reinvestment Area # (the "CRA") to include the Property in order for the Property to be eligible for a property tax exemption as set forth in the Terms and Conditions portion of this Agreement.
- C. The City desires to expand the boundaries of the CRA to include the Property, subject to the Terms and Conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and Property Owner agree as follows:

II. Terms and Conditions

- A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.
- B. CRA Expansion. Upon Property Owner's execution of this Agreement, the City shall proceed with the expansion of the CRA to include the Property. Property Owner acknowledges that the expansion of the CRA includes multiple parcels of property, including parcels that will have to be annexed into the City. For that reason, the expansion of the CRA may take up to one (1) year or longer to complete.
- C. New Community Authority. In consideration of, and as a contingency to, the City's expansion of the CRA to include the Property, Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing the property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA: (i) for industrial uses, property owner shall pay an NCA charge of fifteen percent

(15%); (ii) for office uses, property owners shall pay an NCA charge of fifty percent (50%); and (iii) for all other uses, property owner shall pay an NCA of one hundred percent (100%), unless otherwise agreed to by the City. The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for future public infrastructure benefiting the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive a, effective eighty-five percent (85%) for industrial uses and fifty percent (50%) for office uses, real property tax abatement on the increased valuation of the Property attributable to new construction. If Property Owner fails to sign the NCA petition, the Property will be removed from the expanded CRA.

- D. Termination. Unless otherwise extended by the City, this Agreement shall terminate two (2) years after the Effective Date if the CRA has not been expanded to include the Property.
- E. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on the expansion of the CRA must be approved by the City Council.
- F. Miscellaneous.
1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
 2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
 3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
 4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City.
 5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: T. Richard Barbee, Junior
6950 Borror Road
Orient, Ohio 43146

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause: Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Richard Barber, Jr.

Date: March 16, 2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

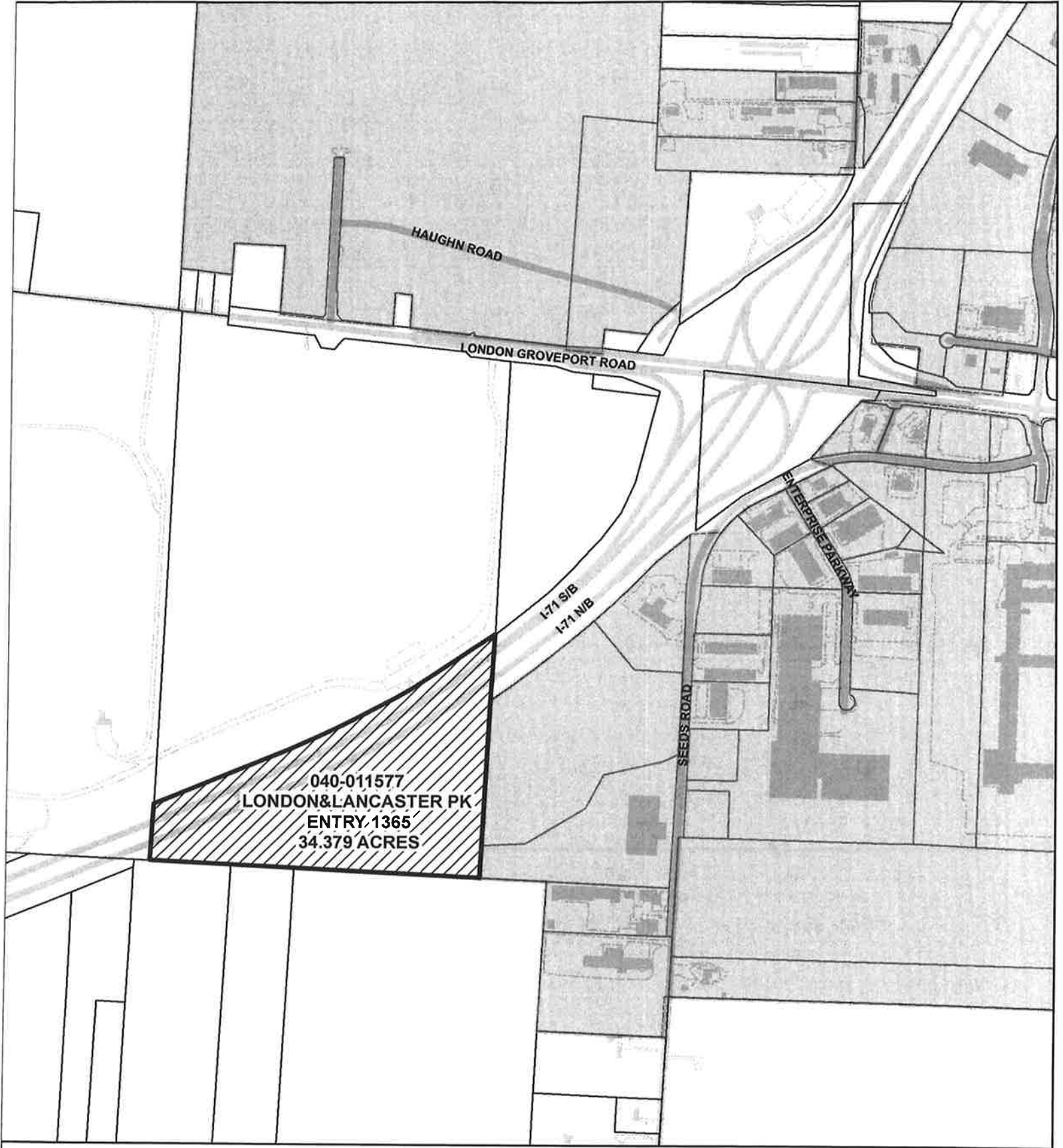
per authority granted by

Ordinance No.: _____

Passed _____, 202_.

Exhibit “1”
(Depiction of Property)

EXHIBIT 1



Disclaimer

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

BARBEE T RICHARD JR

-  Proposed CRA Addition
-  Existing CRA Boundary



1 inch = 750 feet



Date: 11/29/21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-71-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-71-21

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE PRE-ANNEXATION AGREEMENTS WITH VARIOUS PROPERTY OWNERS IN THE VICINITY OF THE INTERSTATE 71 AND STATE ROUTE 665 INTERCHANGE

WHEREAS, various property owners in the vicinity of the Interstate 71 and State Route 665 interchange desire to annex to the City; and

WHEREAS, the property owners wish to annex upon the terms and conditions of the Pre-Annexation Agreements attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into a Pre-Annexation Agreement on behalf of the City, in substantially the form attached hereto as Exhibits A, B, C, D and E along with any changes or amendments thereto not inconsistent with this ordinance and not substantially adverse to the City and which shall be approved by the City Administrator, provided that the approval of such changes and amendments thereto by the City Administrator, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the City Administrator's execution and delivery thereof.

SECTION 2. This Ordinance shall take effect at the earliest opportunity allowed by law.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-71-21

PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO

This Annexation Agreement (the "Agreement") is made and entered into this 16 day of March 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and T. Richard Barbee, Junior (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately one hundred (100) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as **Exhibit "1"** (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as **Exhibit "2"** (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if necessary, the City,

and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used

for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default: Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: T. Richard Barbee, Junior
6950 Borror Road
Orient, Ohio 43146

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: Richard Barber, Jr.

Date: March 16, 2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021.

Exhibit "1"

(Legal Description of Land to be Annexed)

Situated in the State of Ohio, County of Franklin and Township of Jackson:

Being all of Lot Number Four (4) and a part of Lot Number Five (5) of a subdivision of Survey No. 1371 of the Virginia Military District as recorded in Deed Book 42, page 16, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pipe in the center line of the Columbus and Harrisburg Pike and at the Southwest corner of the land of Mary L. Ralston; thence with the center line of said pike, South 34 deg. 25' W. 21.70 chains, to an iron pipe; thence S. 85 deg. 56' E. 44.80 chains to an iron pipe in the West line of George W. Haughn; thence with said West line N. 4 deg. 19' E. 2.97 chains to an iron pipe; thence with said Haughn's North line South 85 deg. 58' East 16.61 chains to an iron pipe in the west line of the Order's Farm; thence with Order's west line N. 4 deg. 52' E. 15.75 chains to a stone; thence N. 65 deg. 56' W. 50.67 chains (passing a stone at the southeast corner of David Spillman's land and an iron pipe at the southeast corner of said Mary L. Ralston's land) to the point of beginning containing 100 acres of land, more or less.

Parcel No. 160-000236



PROPOSED ANNEXATION
98.58± ACRES

ANNEXATION
FILED & RECORDED
JUL 31 2021
CORRECTION
BY Farley Date 7/1/2021

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1371, being part of that 100 acre tract conveyed to Richard T. Barbee Jr. by deed of record in Official Record 13526C16, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING at the intersection of the easterly right-of-way line of Harrisburg Pike (S.R. 62, 80 feet wide) with the southerly line of said 100 acre tract, the northerly line of that 89.25 acre tract conveyed to Thomas W. Kientz, Ronald R. Kientz, Carole J. Tully, and Brian E. Kientz by deeds of record in Instrument Number 200512060257197 and Instrument Number 201405020054546;

Thence northeasterly, with said easterly right-of-way line, across said 100 acre tract, a distance of approximately 1429 feet a point in the southerly line of that 1.042 acre tract conveyed to Sharon C. Prater by deeds of record in Deed Book 3794, Page 62 and Instrument Number 201906120070076;

Thence easterly, with the northerly line of said 100 acre tract, the southerly line of said 1.042 acre tract, that 21.659 acre tract conveyed to Sharon C. Prater, Julie A. Prater and Nathan J. Prater by deeds of record in Instrument Number 200109120211635 and Instrument Number 201905300063368, and that tract conveyed to Roger L. Spillman and Donna J. Spillman by deed of record in Official Record 26381C04, a distance of approximately 2953 feet to an angle point in the westerly line of that 109.00 acre tract conveyed to City of Grove City by deed of record in Official Record 28297A07, being in the existing City of Grove City Corporation line as established by Ordinance Number C-17-96, of record in Official Record 31719E10;

Thence easterly, with the northerly line of said 100 acre tract, a southerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 340 feet to the northeasterly corner of said 100 acre tract;

Thence southerly, with the easterly line of said 100 acre tract, a westerly line of said 109.00 acre tract, with said existing Corporation line, a distance of approximately 1040 feet to a southeasterly corner of said 100 acre tract, a northeasterly corner of that 60.000 acre tract conveyed to Rebecca J. Priwer by deed of record in Instrument Number 200807310116550;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 60.000 acre tract, a distance of approximately 1097 feet to a point;

Thence southerly, with the easterly line of said 100 acre tract, the westerly line of said 60.000 acre tract, a distance of approximately 194 feet to a southeasterly corner of said 100 acre tract, the northeasterly corner of said 89.25 acre tract;

Thence westerly, with the southerly line of said 100 acre tract, the northerly line of said 89.25 acre tract, a distance of approximately 2909 feet to the POINT OF BEGINNING, containing 100 acres, more or less.

The total perimeter of the annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.



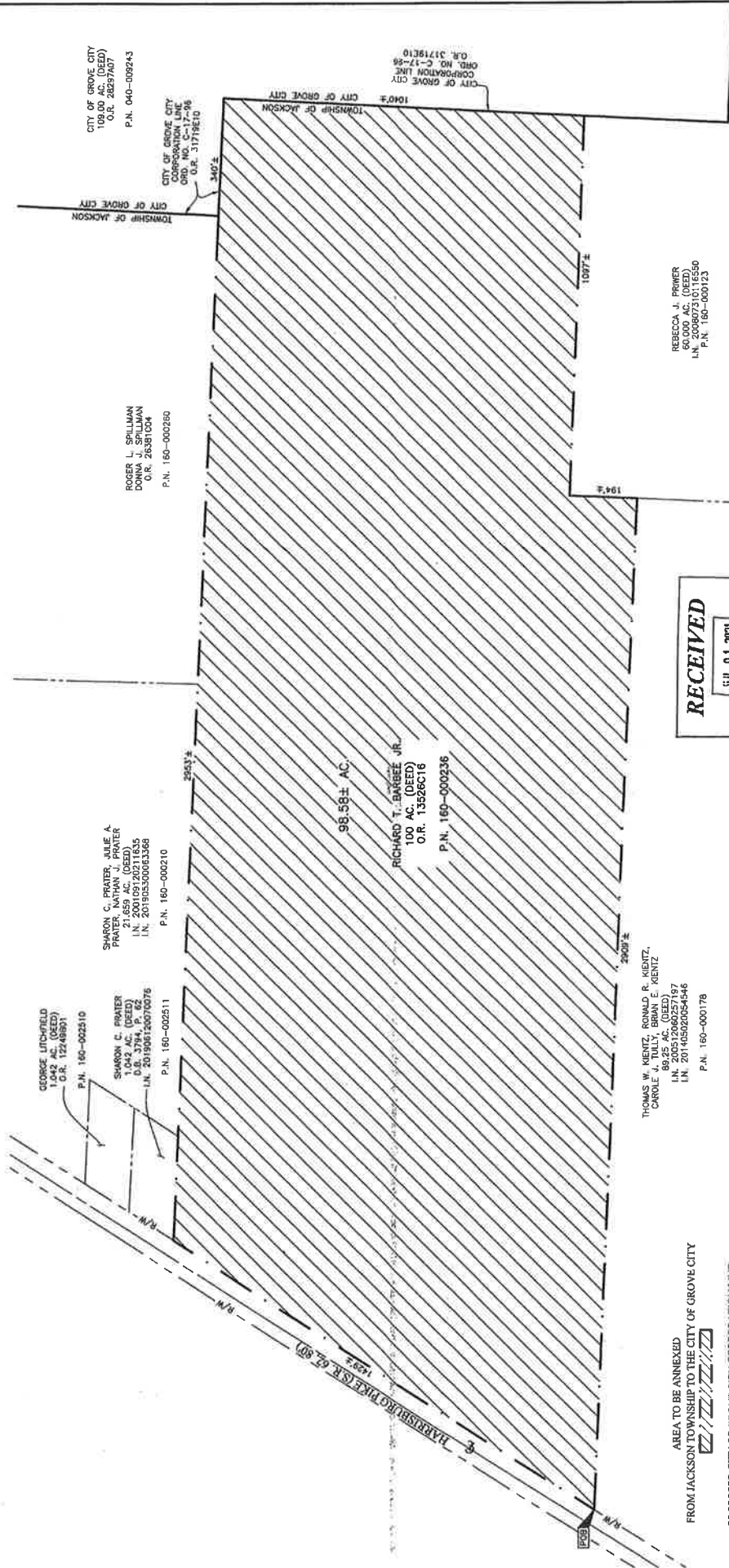
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Professional Surveyor No. 8307

Date

PROPOSED ANNEXATION OF 98.58± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1371
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

Confingity Note:
Total perimeter of annexation area is 9962 feet, of which 1380 feet is contiguous with the City of Grove City by Ordinance Number C-17-96, giving 13.8% perimeter contigunity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



RECEIVED

JUL 01 2021

Franklin County Recorder
Cornell R. Robertson, J.D., P.S.

ANNEXATION
PLAT & DESCRIPTION
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By *Annex* Date *7/1/2021*



Heather L. King
Heather L. King
Professional Surveyor No. 8307
hking@emhht.com

Date: June 23, 2021

Scale: 1" = 200'

Job No: 2021-0559

Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

EMHHT
Engineering & Mapping, Inc.
2500 New Albany Road, Columbus, OH 43264
Phone: 614.775.6500
emhht.com

Exhibit "2"

(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for
**Annexation
Petition**
Expedited Type 2
Pursuant to ORC §709.023

2

Property Information

Site Address:

5316 Harrisburg Pike

Parcel ID(s):

160-000236

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

Richard Barbee Jr

Address:

6950 Borror Road

Orient, Ohio 43146

Phone #

614-214-7742

Fax #

Email:

jeandick33@gmail.com

Attorney/Authorized Agent Information

Name:

Donal Plank, Plank Law Firm, LPA

Address:

Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email:

dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Richard Barbee Jr July 12, 2021
Property Owner Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

☐ Legal description of the property

☐ Fee Payment (checks only)

☐ Map/plat of property

☐ List of adjacent properties

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000236 (5316 Harrisburg Pike)	160-000178 5506 Harrisburg Pike	Thomas W Kientz, Donald J Tully, Ronald R Kientz, & Brian E Kientz 5403 Beatty Road Grove City, OH 43123
	160-000123 5387 Haughn Road	Rebecca J Priwer 5387 Haughn Road Grove City, OH 43123
	040-009243 3899 Orders Road	City of Grove City 4035 Broadway Grove City, OH 43123
	160-000260 Harrisburg Pike Rear	Roger L & Donna J Spillman 4965 Beatty Road Grove City, OH 43123
	160-000210 5076 Harrisburg Pike	Sharon C, Julie A, & Nathan J Prater 5048 Harrisburg Pike Grove City, OH 43123
	160-002511 Harrisburg Pike	Sharon C Prater 5048 Harrisburg Pike Grove City, OH 43123
	160-000060 5201 Harrisburg Pike	Jeffrey B Davis 5201 Harrisburg Pike Grove City, OH 43123
	160-000109 5263 Harrisburg Pike	Air Quality Solutions LLC 3873 Broadway Grove City, OH 43123
	160-000159 5463 Harrisburg Pike	Kenneth A Snyder 5463 Harrisburg Pike Grove City, OH 43123

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this 29 day of DECEMBER 2020 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Builtrite Properties, LLC, an Ohio limited liability company (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately five and 32/100 (5.32) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax

abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Builtrite Properties, LLC
c/o Jim Norwood
5200 Fisher Road
Columbus, Ohio 43228

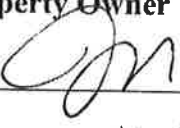
If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: 

Date: 12/29/20

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

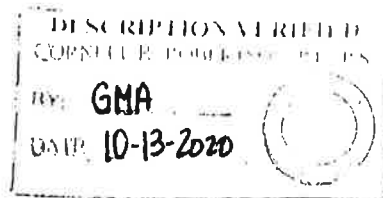
Passed _____, 2020.

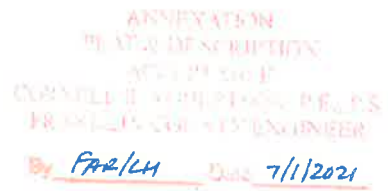
Exhibit "1"

(Legal Description of Land to be Annexed)

Situated in the County of Franklin, the Township of Jackson, and the State of Ohio, And being part of Virginia Military Survey No. 1434, and being 5.3218 acres out of Tract 1 (42.27 acres) conveyed to Frederick B. Hill by a deed of record in Deed Volume 3558, Page 26, in the Franklin County Recorder's Office, Franklin County, Ohio, and being more particularly described as follows: Beginning for reference at a found stone, said stone being the northwest corner of Tract 2, also being recorded in Deed Volume 3558, Page 26, and standing in the name of Frederick B. Hill, said stone also being the northeast corner of a certain 60.00 acre tract of land in the name of Concrete Construction Company, and found recorded in Deed Volume 3133, Page 8 in the Franklin County Recorder's Office. Thence with the West line of Tract 2, South $02^{\circ} 56' 51''$ West, a distance of 1626.70 feet to a found stone in the northeast corner of the above mentioned Tract 1 and also being the southwest corner of Tract 2. Thence South $2^{\circ} 56' 51''$ West, a distance of 587.97 feet to an iron pin in the west line of Tract 1, said iron pin being the true place of beginning for this description. Thence South $87^{\circ} 57' 36''$ East, a distance of 1157.88 feet (passing an iron pin at 1127.88 feet) to a "PK" nail in the centerline of Haughn Road, said "PK" nail also being in the west line of Tract 1. Thence with the centerline of Haughn Road, South $02^{\circ} 15' 12''$ West, a distance of 200.00 feet to a "PK" nail. Thence North $87^{\circ} 57' 36''$ West, a distance of 1160.31 feet (passing an iron pin at 30.00 feet) to an iron pin in the west line of Tract 1. Thence North $02^{\circ} 56' 51''$ East, a distance of 200.02 feet to the true place of beginning containing 5.3218 acres, more or less.

All of:
(160)
002611





**PROPOSED ANNEXATION
5.55± ACRES**

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 1434, being all of that 5.3218 acre tract conveyed to Bultrite Properties LLC by deed of record in Instrument Number 202010140158330, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line of Haughn Road (40 feet wide), in the northerly line of said 5.3218 acre, the northerly line of that 5.3329 acre tract conveyed to Gardenia Properties LLC by deed of record in Instrument Number 202002190024751, being an angle point in the existing City of Grove City Corporation line as established by Ordinance Number C-6-00, of record in Instrument Number 200005240102320;

Thence westerly, with the line common to said 5.3218 and 5.3329 acre tracts, with said existing Corporation line, a distance of approximately 1138 feet to a point in the easterly line of that 225.674 acre tract conveyed to Solid Waste Authority of Central Ohio by deed of record in Instrument Number 200406160138975, being in an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence northerly, with line common to said 5.3218 and 225.6674 acre tracts, said existing Corporation line (C-61-99), a distance of approximately 200 feet to the common corner of said 5.3218 acre tract and that 5.3107 acre tract conveyed to John E. Remmenga, Trustee, by deed of record in Instrument Number 201108310109185;

Thence easterly, with the line common to said 5.3218 and 5.3107 acre tracts, a distance of approximately 1157 feet to a point in the centerline of said Haughn Road, the westerly line of that 21.369 acre tract conveyed to Richard H. McCall by deed of record in Instrument Numbers 200712030207795 and 200712030207796;

Thence southerly, with the centerline of said Haughn Road, said westerly line, a distance of approximately 90 feet to a point in the northerly line of that 5.52 acre tract conveyed to The State of Ohio by deed of record in Deed Book 2286, Page 677, in a northerly line of an existing City of Grove City Corporation line as established by Ordinance C-61-99, of record in Instrument Number 199909200237661;

Thence easterly, across said Haughn Road, with the line common to said 21.369 and 5.52 acre tracts, a distance of approximately 20 feet to a point in the easterly right-of-way line of said Haughn Road, being a northwesterly corner of said existing City of Grove City Corporation line (C-61-99);

Thence southerly, with the said easterly right-of-way line, across said 5.52 acre tract, with the westerly line of said existing City of Grove City Corporation line, a distance of approximately 432 feet to a point;

Thence westerly, across said Haughn Road, across said 5.52 acre tract and partially with the southerly line of that 1.873 acre tract conveyed to Capital City Mechanical Inc. by deed of record in Instrument Number 200907170104785, with an existing City of Grove City Corporation line as established by Ordinance C-69-00, of record in Instrument Number 200010190212978, a distance of approximately 40 feet to a point in said westerly right-of-way line, being in said City of Grove City Corporation line (C-6-00);

Thence northerly, with said westerly right-of-way line, across said 1.873 and 5.3329 acre tracts, a distance of approximately 201 feet to the POINT OF BEGINNING, containing 5.55 acres, more or less.

PROPOSED ANNEXATION

5.55± ACRES

-2-

The total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-61-99, Ordinance Number C-69-00 and Ordinance Number C-6-00, giving 61% perimeter contiguity.

This description is for annexation purposes only and is not to be used for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Heather L. King
Heather L. King
Professional Surveyor No. 8307

01/30/21
Date

HLK: td
5_55 ac 20210559-VS-EXHB-ANNX-03



EMHT
 Evans, Mechwart, Hamblen & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43264
 Phone: 614.775.4000 Fax: 614.775.3449
 emht.com

PROPOSED ANNEXATION OF 5.55± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

Date: June 23, 2021
 Scale: 1" = 100'
 Job No: 2021-0559
 Sheet No: 1 of 1

RECEIVED

JUL 01 2021

Franklin County Engineer
 Council R. Robinson, Jr., P.E.

JOHN E. REMMINGA TR.
 5.3107 AC. (DEED)
 I.N. 201108310109185
 P.N. 160-002607

CITY OF GROVE CITY
 ORD. NO. C-61-99
 I.N. 199909200237661

SOLID WASTE AUTHORITY OF CENTRAL OHIO
 225,667± AC. (DEED)
 I.N. 200406160136975
 P.N. 040-010224

CITY OF GROVE CITY
 CORPORATION LINE
 ORD. NO. C-6-00
 I.N. 200005240102320

GARDENIA PROPERTIES LLC
 5.3329 AC. (DEED)
 I.N. 202002190024751
 P.N. 040-010580

BUILTRITE PROPERTIES LLC
 5.3218 AC. (DEED)
 I.N. 202010140158330
 P.N. 160-002611

RICHARD H. McCALL
 21.369 AC. (DEED)
 I.N. 200712030207795
 I.N. 200712030207796
 P.N. 160-000014

THE STATE OF OHIO
 5.52 AC. (DEED)
 D.B. 2286, P. 677
 P.N. 040-010227



Note:
 This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

AREA TO BE ANNEXED
 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

Contiguity Note:

Total perimeter of annexation area is 3277 feet, of which 2011 feet is contiguous with the City of Grove City by Ordinance Number C-6-00, Ordinance Number C-69-00 and Ordinance Number C-61-99, giving 61% perimeter contiguity.



By: *Heather L. King*
 Heather L. King
 Professional Surveyor No. 8307
 hking@emht.com
 Date: 6/30/21



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

2

Property Information

Site Address:

5873 Haughn Rd., Grove City, OH 43123

Parcel ID(s):

160-002611-00

Total Acreage:

5.322

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner

Date

5/19/21

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Exhibit A

Property Owner Information

Names: BUILTITE PROPERTIES
Address: JAMES NORWOOD MONK MEADOWS
Phone Number: 5200 FISHER RD. GROVE CITY OH. 43228
Fax Number: 614-853-1738
Email: 614-853-1744
BUILTITE51m @ XAHOO.COM

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-002611 (5873 Haughn Road)	040-010580 5885 Haughn Road	Gardenia Properties LLC 5885 Haughn Road Grove City, OH 43123
	040-010224 London-Groveport Road	Solid Waste Authority of Central Ohio 6220 Young Road Grove City, OH 43123
	160-002607 5867 Haughn Road	John E Remmenga Trust 5867 Haughn Road Grove City, OH 43123
	160-000014 5928 Haughn Road	Richard H McCall 5928 Haughn Road Grove City, OH 43123
	040-010227 6000 Haughn Road	State of Ohio 6000 Haughn Road Grove City, OH 43123

ANNEXATION AGREEMENT CITY OF GROVE CITY OHIO

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and WM1 Corporation, an Ohio corporation (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately eighteen (18) acres of land located in Jackson Township in Franklin County, Ohio, the description of which is attached hereto as **Exhibit "1"** (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. **Background.** The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. **Annexation Petition.** The Property Owner shall sign the annexation petition attached hereto as **Exhibit "2"** (the "Petition") for the purpose of seeking annexation of the Property into the City and return the Petition to the City. The City shall file the Petition with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation shall be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement and provided that annexation and inclusion in the CRA shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of

annexation of the Property, and if necessary, the City and/or its respective agents or assigns will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the IND-1 Industrial Zoning District pursuant to City Code Section 1135 (the IND-1 "Zoning District").

E. CRA and NCA.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15 year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for office uses on the increased valuation of the Property

attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner may submit zoning plans to Jackson Township for developing up to one half of the southern part of the Property for uses approved by Jackson Township. (the "Plans"). Any improvements located on the southern one-half of the Property approved by Jackson Township per the Plans, shall be deemed permitted by the City if approved prior to the effective date of the City ordinance accepting the annexation of the Property and provided construction of said improvement commences within one (1) year of said ordinance's effective date. Any proposed improvements to the Property on the northern one-half of the Property or subsequent to the Property's annexation shall be subject to Codified Ordinances of Grove City.

G. Agricultural Uses. The City agrees that so long as the Property or any portion thereof is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. As an incentive for the annexation of the Property and the inclusion of the Property in the NCA, the City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or dedications or other charges on the Property, unless otherwise agreed to by Property Owner.

H. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City.

Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

I. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

J. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger

tract provided; however, the City's lot split approval shall not prohibit the Property Owner's development plan as shown on Exhibit 3.

5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: WM1 Corporation
ATTN: Sonny Wicks
2699 Fair Avenue
Columbus, Ohio 43209

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Signed as of the 8th day of August, 2021

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021.

Property Owner



by: Floyd Wicks president, WM1 Corporation

Approved as to Form:

Stephen J. Smith, Law Director

Exhibit "1"

(Property Legal Description)

EXHIBIT "A"

**Bowman Surveying
38 N. 4th Street, Rm. 103
Zanesville, Ohio 43701
PH. (740) 454-0496**

AUDITOR PARCEL
160-000014-00 (PART 21.683 Acres)

Situated in Virginia Military Survey 1434, Jackson Township, Franklin County, Ohio. Being part of the lands of William H. Mercer, Trust, as described in instrument number 199706090018163 in the Franklin County Recorder's office and being described as follows:

Commencing at a set rebar on the Northeast corner of the lands of the State of Ohio conveyed in Deed book 2286 page 677 of the Franklin County Deed Records, being located 150.00' Lt of centerline Station 271+36.23 of Interstate 71 recorded as Fra-62-2.12 in Plat Book 25 page 72 & 73 of the Franklin County Plat Records; Thence, N.84° 59'00"W. a distance of 544.96 feet along said State lands to a set P.K. Nail in the center of Haughn Road, passing a set rebar at 524.96 feet; Thence, N.05° 01'00"E. a distance of 535.41 feet along the center of said Road to a set P.K. nail, BEING THE POINT OF BEGINNING;

Thence, N.05° 01'00"E. a distance of 677.19 feet along the center of said Road to a set P.K. nail on the Southwest corner of the lands of Haughn Road Properties, LLC, (Inst. 200211250300574);

Thence, S.83° 44'10"E. a distance of 1,290.08 feet along the South line of said Haughn Road Properties lands to a set rebar on the West line of said Haughn Road Properties lands to a set rebar on the West line of Interstate 71 Right of Way, passing a set rebar at 20.00 feet, being located 150.00' left of centerline station 282+49.65;

Thence, S.83° 44'10"E. a distance of 364.95 feet across said Interstate and along the South line of said Haughn Road Properties land, and the South line of the lands, now or formerly, owned by MARA Enterprises, INC. (D.B. 3190/127) to a found iron pin on the Northwest corner of Lot 6 of Gateway Business Park (P.B. 86, Pg. 4), being located 150.00' right of centerline station 284+57.49;

Thence, on a curve to the left an arc distance of 584.74 feet, a delta of 2° 51'45", on a radius of 11,704.30 feet, whose chord bears, S.40° 03'01"W. a distance of 584.68 feet along the west line of Lot 6 to a set rebar, located 150.00' right of centerline station 278+65.25;

Thence, N.51° 22'51"W. a distance of 300.00 feet across said Interstate to a Set rebar on the West right of Way line of said interstate, located 150.00' left of centerline station 278+65.25;

Thence, on a curve to the left an arc distance of 738.24 feet, a delta of 3° 31'25", on a radius of 12,004.30 feet, whose chord bears, S.36° 51'26"W. a distance of 738.13 feet along said right of way to a set rebar, located 150.00' left of centerline station 271+36.23;

Thence, N.43° 13'22"W. a distance of 360.73 feet through the lands of William H. Mercer, Trust, (Inst. 199706090018163) a set rebar;

Thence, N.76° 53'43"W. a distance of 414.77 feet through said Mercer lands to The point of beginning, passing a set rebar at 394.86 feet;

The above described parcel contains 21.683 acres, more or less, (3.353 acres is encumbered by interstate 71 right of way), and is subject to all legal easements and right of ways. All set rebars are 5/8" x 30" rebars with plastic I.D. caps. North is based upon the North line of a 5.52 acre parcel conveyed to the State of Ohio in Deed Book 2286 page 677, bearing N.84° 59'00"W.

Description was prepared from an actual survey by Bowman Surveying, Stephen M. Bowman, P.S. #7135. September 10, 2001.

Less and excepting the following exhibit "B"

EXHIBIT "B"

LPA RX 853 WL

Page 1 of 3

Rev. 06/09

Ver. Date 10/08/2009

PID 79331

**PARCEL 14-WL
FRA-71-6.09
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS
IN THE NAME AND FOR THE USE OF THE
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right and left side of the centerline of FRA-71-6.09 and as shown on the Centerline Plat and Right-of-Way Plans recorded 12/15/2009, in Plat Book 12, Page 94-97, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Number 1434 of the Virginia Military District, being a part of the tract conveyed to Joyce Mercer, Trustee of the Joyce Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018164 and William H. Mercer, Trustee of the William H. Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018163, and described as follows:

Beginning at a 3/4 inch pipe with a 7385 cap found marking the northwest corner of Lot 6 as shown on Gateway Business Park of record in Plat Book 86, Page 4 conveyed to Crossroads Ohio LLC of record in Instrument Number 200512160265086, in the easterly limited access right-of-way line of Interstate 71 as shown on the Right-of-Way plans FRA-62-2.12 on file at the Ohio Department of Transportation, the northeast corner of Parcel No. 22-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 231, the southeast corner of Parcel No. 23-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 284, in the south line of the 22.766 acre tract conveyed to Mara Enterprises, Inc. of record in Deed Book 3190, Page 127, and at a northeast corner of said Mercer tract, located 150.00 feet right of centerline station 284+63.65 for Interstate 71;

EXHIBIT A

LPA RX 853 WI.

Page 2 of 3

Rev. 06/09

thence with the west line of said Lot 6, a easterly line of said Mercer tract, said easterly limited access right-of-way line, and the easterly line of said Parcel No. 22-LA, with the arc of a curve to the left, having a central angle of 02 degrees 53 minutes 32 seconds, a radius of 11704.30 feet, an arc length of 590.82 feet, a chord bearing and distance of South 36 degrees 40 minutes 45 seconds West, 590.76 feet, to an iron pin set at a corner common to said Mercer tract and the 21.369 acre tract conveyed to RICHARD H. MCCALL, of record in Instrument Numbers 200712030207795 and 200712030207796, located 150.00 feet right of centerline station 278+65.25 for Interstate 71;

thence North 54 degrees 46 minutes 01 seconds West, a distance of 300.00 feet, across the limited access right-of-way of Interstate 71 and Parcel No. 22-LA with a line common to said 21.369 acre tract and said Mercer tract, to a common corner thereof, the westerly limited access right-of-way line of Interstate 71, and the westerly line of said Parcel No. 22-LA, located 150.00 feet left of centerline station 278+65.25 for Interstate 71;

thence with an easterly line of said Mercer tract, a westerly line of said 21.369 acre tract, said westerly limited access right-of-way line, and the westerly line of said Parcel No. 22-LA, with the arc of a curve to the left, having a central angle of 03 degrees 31 minutes 25 seconds, a radius of 12004.30 feet, an arc length of 738.25 feet, a chord bearing and distance of South 33 degrees 28 minutes 17 seconds West, 738.13 feet to a corner common to said Mercer tract and said 21.369 acre tract, located 150.00 feet left of centerline station 271+36.23 for Interstate 71;

thence North 46 degrees 33 minutes 59 seconds West, a distance of 20.43 feet, with a line common to said Mercer tract and said 21.369 acre tract, to an iron pin set, located 170.00 feet left of centerline station 271+40.32 for Interstate 71;

thence across said Mercer tract with the proposed westerly limited access right-of-way line for Interstate 71, the following courses:

with the arc of a curve to the right, having a central angle of 01 degrees 44 minutes 18 seconds, a radius of 12024.30 feet, an arc length of 364.84 feet, a chord bearing and distance of North 32 degrees 35 minutes 55 seconds East, 364.82 feet to an iron pin set, located 170.00 feet left of centerline station 275+00.00 for Interstate 71;

North 36 degrees 31 minutes 55 seconds East, a distance of 101.54 feet to an iron pin set, located 165.00 feet left of centerline station 276+00.00 for Interstate 71;

with the arc of a curve to the right, having a central angle of 03 degrees 06 minutes 26 seconds, a radius of 12019.30 feet, an arc length of 651.82 feet, a chord bearing and distance of North 35 degrees 30 minutes 17 seconds East, 651.74 feet to an iron pin set in the north line of said Mercer tract and the south line of the 51.058 acre tract conveyed to Haughn Road Properties,

EXHIBIT A

LPA RX 853 WL

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Rev. 06/09

L.L.C. of record in Instrument Number 200211250300574, located 165.00 feet left of centerline station 282+42.87 for Interstate 71;

thence South 87 degrees 27 minutes 04 seconds East, a distance of 384.73 feet, with said north line, said south line, and the south line of said 22.766 acre tract, to the *Point of Beginning*, containing 3.820 acre, more or less, of which 3.385 acres are in the present roadway occupied, from Auditor's Parcel Number 160-003068.

All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W".

All bearings shown are for project use only. Bearings are based on the Ohio Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North 00 degrees 21 minutes 40 seconds East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

Description prepared by Edward J. Miller, PS, registered Surveyor No. S-8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. as shown on said Centerline Plat and the Right-of-Way plans for FRA-71-6.09, dated 12/22, 2009, a complete set consists of FIFTY-ONE (51) sheets.

0-033 J
ALL OF
(160)
003068


Date: 10/9/09
Edward J. Miller
Professional Land Surveyor # S-8250

EJM/ing
14WLS_820 ac March 82281

APPROVED BY FRANKLIN COUNTY
ECONOMIC DEVELOPMENT &
PLANNING DEPARTMENT

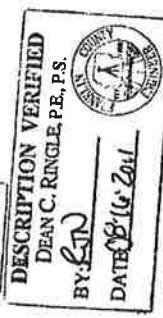
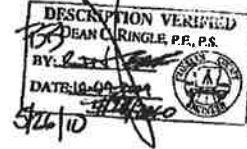
NO PLAT REQUIRED

R. L. B. Jones 5-21-10
Authorized By Date

9636-0-28 RW



0-033 J
SPLIT
3820 AC
OUT OF
(160)
003068



160-002601
HAUGHN RD
#1434
10.0008 ACS

160-002600
5765 HAUGHN RD
#1434
5.0012 ACS

040-010224
ANDON & LANCASTER
ENTRY 1434
224.3744 ACRES

160-002606
5813 HAUGHN RD
#1434
5.2995 ACS

160-002607
5867 HAUGHN RD
#1434
5.3107 ACS

160-000125
HENRY HAUGHAN RD
ENTRY 1434 OQ 1000
45.865 ACRES

160-003068
HAUGHN RD
ENTRY 3434
17.863 ACRES

160-000014
HAUGHN RD
ENTRY 1434
6.510 ACRES

040-009553
N MEADOWS DR
GATEWAY BUSINESS PARK
PT LOT 6-15.055 ACRES

HAUGHN RD

414.77'

677.19'

1478.30'

651.74'

101.54'

364.82'

360.73'

WM1 Corporation

claim

Information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or additional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent a substitute for a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

Property information obtained from Franklin County Auditor, November 2021



Exhibit "2"

(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

2

Property Information

Site Address:

5744 Haughn Rd.

Parcel ID(s):

160-003068-00

Total Acreage:

17.863 per Auditor

From Township:

Jackson

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: WM 1 Corporation

Address: 2699 Fair Ave

Bexley OH 43209

Phone # 614-231-5505

Fax # 614-231-5518

Email: fwicks@1800topsite.com

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner

Floyd E. Wicks
pres. WM 1 Corporation

Date

8-17-2021

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Exhibit A

Property Owner

Names: WM1 Corporation (Floyd Wicks)
Address: 2699 Fair Avenue, Columbus, Ohio 43209
Phone
Number: Fax 614-231-5505
Number:
Email: fwicks@1800topsite.com

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-003068 (Haughn Road)	040-009553 5701 N Meadows Drive	SREIT 5701 North Meadows Drive LLC 1601 Washington Avenue, STE 800 Miami Beach, FL 33139
	040-015419 5775 N Meadows Drive	Trivium Grove City LLC 210 N Lazelle Street Columbus, OH 43215
	160-000014 5928 Haughn Road	Richard H McCall 5928 Haughn Road Grove City, OH 43123
	040-010224 London-Groveport Road	Solid Waste Authority of Central Ohio 6220 Young Road Grove City, OH 43220
	160-002600 5769 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628
	160-002601 5765 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this ___ day of _____ 2021 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Roberta Bausch, Allen Bausch, and William Wilkins (collectively, the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately one hundred and one and one-fourth (101.25) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax abatement for

office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Roberta Bausch, Allen Bausch, William Wilkins
3439 Independence Street
Grove City, Ohio 43123
Phone: (614) 875-3045 (Allen)
E-mail: cbausch@columbus.rr.com (Allen)

with a copy to: Joshua D. DiYanni
Bailey Cavaleri LLC
10 W. Broad St., Suite 2100
Columbus, Ohio 43215
Phone: (614) 229-3270
jdiyanni@baileycav.com

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.
12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

Robert
Robert Bausch

Date: 3-19-21

Allen Bausch

Date: _____

William Wilkins

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2021

10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

City of Grove City

Robert Bausch

by: _____

Date: _____

Date: _____

Allen E. Bausch
Allen Bausch

per authority granted by

Ordinance No.: _____

Passed _____, 2021

Date: 3-19-2021

William Wilkins

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by:

William Wilkins

Date:

3/19/2021

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by:

Date:

per authority granted by

Ordinance No.:

Passed _____, 2021.

Exhibit "1"

(Legal Description of Land to be Annexed)



**PROPOSED ANNEXATION
102.86± ACRES**

FAH/LCH

7/1/2021

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, located in Virginia Military District Survey Number 6115, being all of that 50.625 acre conveyed as Parcel II and that 50.624 acre tract conveyed as Parcel II to Allen E. Bausch and William Wilkins by deeds of record in Instrument Number 201112130162048 and Instrument Number 201112130162049 and to Roberta J. Bausch by deed of record in Instrument Number 201302260031970, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being described as follows:

BEGINNING in the westerly right-of-way line Hoover Road (50 feet wide), in the line common to said 50.624 acre tract and that 8.44 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343;

Thence westerly, with the southerly line of said 50.624 acre tract, the northerly line of said 8.44 acre tract and that 26.832 acre tract conveyed to John Hartig and Rosina Hartig by deeds of record in Deed Book 3157, Page 482 and Instrument Number 201905140056343, a distance of approximately 2567 feet to a point in the easterly line of that 81.635 acre tract conveyed to Zuber Crossing LLC by deed of record in Instrument Number 200404270094235, being in the existing City of Grove City Corporation established by Ordinance Number C-51-98, of record in Instrument Number 199808140206906;

Thence northerly, with the westerly line of said 50.624 acre, 50.625 acre tracts the easterly line of said 81.635 acre tract and that 14.280 acre tract conveyed as Parcel 2 and 42.269 acre tract conveyed as Parcel 1 to MW 6524 Seeds Road LLC by deed of record in Instrument Number 201802090018755, with said existing Corporation line (C-51-98) and that existing Corporation line established by Ordinance Number C-7-91, of record in Official Record 16503G20, a distance of approximately 1767 feet to a point at the common corner of said 5.625 acre tract, said 42.269 acre tract, that 68.042 acre tract conveyed to Fedex Ground Package System, Inc. by deeds of record in Official Record 11996C14 and Instrument Number 201804040043933, and that 26.225 acre tract conveyed to FedEx Ground Package System, Inc. by deed of record in Instrument Number 200409200218323, being the intersection of said existing Corporation line (C-7-91), the existing Corporation line established by C-16-75, of record in Miscellaneous Record 164, Page 545, and the existing Corporation line established by C-36-93, of record in Official Record 22652C16;

Thence easterly, with the northerly line of said 50.625 acre tract, the southerly line of said 26.225 acre tract and that 17.550 acre tract conveyed as Parcel 2 and that 0.861 acre tract conveyed as Parcel 1 to MW Hoover RD., LLC by deed of record in Instrument Number 202010210164403, partially with said existing Corporation line (C-36-93), a distance of approximately 2535 feet to a point in said westerly right-of-way line;

Thence southerly, with said westerly right-of-way line, across said 50.625 acre, 50.624 acre tracts, a distance of approximately 1746 feet to the POINT OF BEGINNING, containing 102.86 acres, more or less.

The total perimeter of the annexation area is 8615 feet, of which 3107 feet is contiguous with the City of Grove City by Ordinance Number C-7-91, Ordinance Number C-36-93 and Ordinance Number C-51-98, giving 36.1% perimeter contiguity.

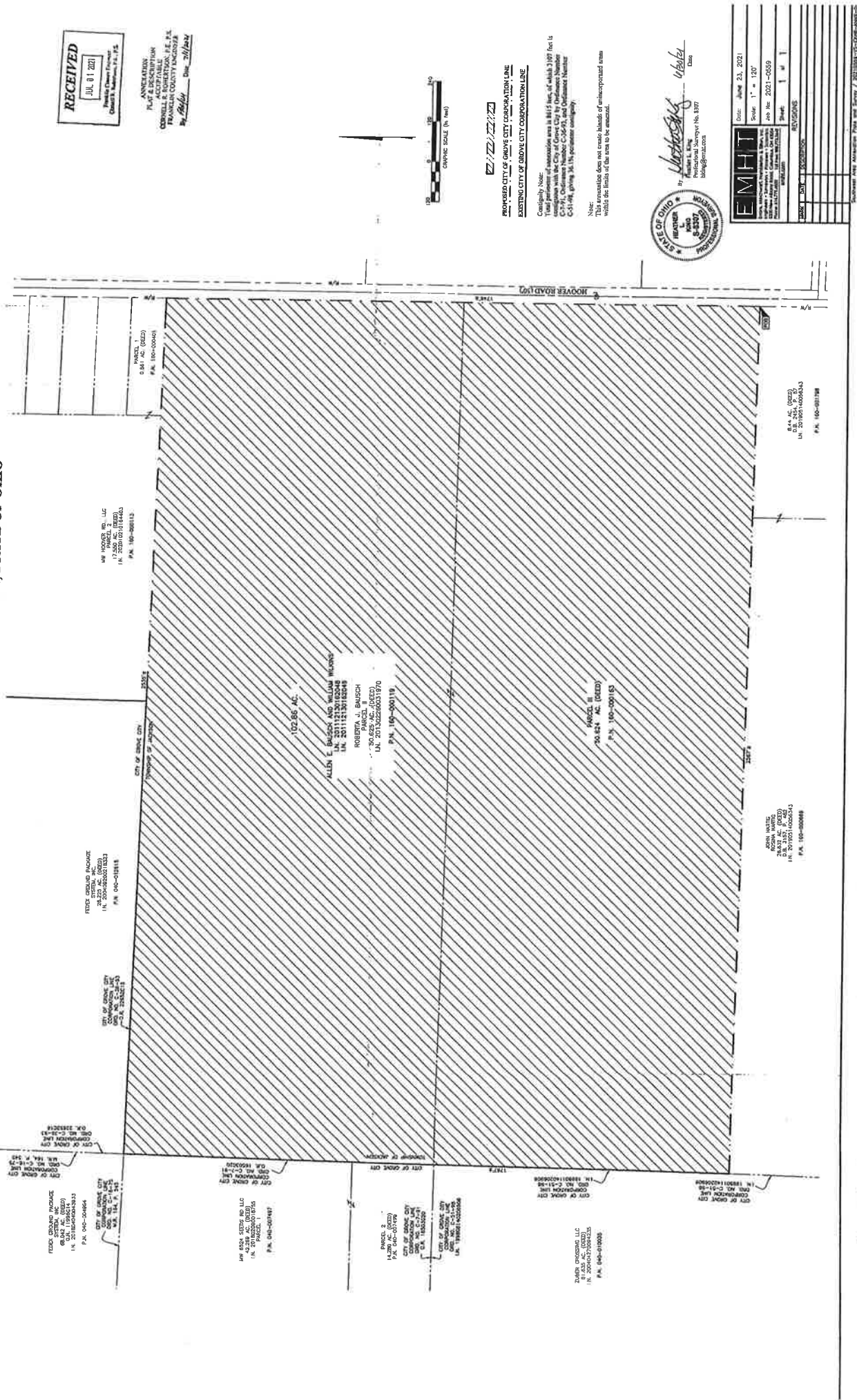
This description is for annexation purposes only and is not to be used for transfer.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

6/30/21
Date



RECEIVED
JUL 01 2021
Franklin County Engineer
Donald E. Robinson, P.E., P.S.

ANALYST
PLAY & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.E.
FRANKLIN COUNTY ENGINEER
By Boyle Date 7/1/2024

PROMISED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

Contiguity Note:
 1-year perimeter of annexation area is 84.15 feet, of which 2,097 feet is contiguous with the City of Grove City by Ordinance Number C-7-91, Ordinance Number C-36-93, and Ordinance Number C-51-98, giving 36.1% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.




 Frederick L. King
 Professional Surveyor No. 4307
 blking@earthlink.net

Date 1/20/04

EMT	DATE	REVISIONS	Sheet	1	of	1
Project: H&M-Net, Installation 12, 13A, 13C 12750 Ave 2, Portland, Oregon 97206 Phone 503-771-1100 FAX 503-771-1100 EMail: h&m@h&m.com						
Date: June 23, 2021 Scale: 1" = 100' Job No: 2021-0559						
SUGGESTED LINE ALLOCATION PLAN FOR S&P / 2021/0559-01-PORTAL-12						

Exhibit "2"
(Annexation Petition)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2 Pursuant to ORC §709.023

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Property Owner

Date

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:

☐ Legal description of the property

☐ Fee Payment (checks only)

☐ Map/plot of property

☐ List of adjacent properties



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition Expedited Type 2 Pursuant to ORC §709.023

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

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Allen E. Bauser

Property Owner

5-28-2021

Date

Property Owner

Date

Donal Plank

Attorney or Authorized Agent

6/2/2021

Date

Attorney or Authorized Agent

Date



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

FRANKLIN COUNTY, OHIO

Property Information

Site Address:

Parcel ID(s):

160-000119 and 160-000163

Total Acreage:

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: See Attached Exhibit A

Address:

Phone #

Fax #

Email:

Attorney/Authorized Agent Information

Name: Donal Plank, Plank Law Firm, LPA

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

☐ Legal description of the property

☐ Fee Payment (checks only)

☐ Map/plat of property

☐ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Roberta Bausch

Property Owner

5/27/21

Date

Property Owner

Date

Donal Plank

Attorney or Authorized Agent

6/2/2021

Date

Attorney or Authorized Agent

Date

Exhibit A

Property Owner Information

Property Owner: Roberta Bausch
2220 Ravine Woods Drive
Grove City, Ohio 43123
(614) 875-1739
rbausch@sbcglobal.net

Property Owner: Allen Bausch
3439 Independence Drive
Grove City, Ohio 43123
(614) 8753045
cbausch@columbus.rr.com

Property Owner: William Wilkins
1288 Powell Avenue
Salem, Ohio 44460
(330) 332-2149
wmwilkins@att.net

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000119 (Hoover Road)	160-000180 Hoover Road	George, John, & Rosina Hartig 2324 Zuber Road Orient, OH 43146
	160-000827 London-Groveport Road	MW Hoover LLC 2550 Brixton Road Columbus, OH 43221
	160-000401 6399 Hoover Road	MW Hoover Rd LLC 5350 Riverside Drive Columbus, OH 43220
	160-000113 Hoover Road	MW Hoover Rd LLC 5350 Riverside Drive Columbus, OH 43220
	040-012615 London-Groveport Road	FedEx Ground Package System Inc 1000 FedEx Drive Coraopolis, PA 15108
	040-004964 6120 S Meadows Drive	FedEx Ground Package System Inc 1000 FedEx Drive Coraopolis, PA 15108
	040-007497 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-007499 6524 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-010035 6588 Seeds Road	Zuber Crossing LLC 5060 Parkcenter Avenue Dublin, OH 43017
	160-000163 Hoover Road	Roberta J Bausch 6348 Moundview Place Grove City, OH 43123
160-000163 (Hoover Road)	160-000670 2324 Zuber Road	George & Janet L Hartig 2324 Zuber Road Orient, OH 43146
	160-000180 Hoover Road	George, John, & Rosina Hartig 2324 Zuber Road Orient, OH 43146
	160-000119 Hoover Road	Roberta J Bausch, Allen E Bausch, & William Wilkins 6348 Moundview Place Grove City, OH 43123
	040-007499 6524 Seeds Road	MW 6524 Seeds Rd LLC 2550 Brixton Road Columbus, OH 43221
	040-010035 6588 Seeds Road	Zuber Crossing LLC 5060 Parkcenter Avenue Dublin, OH 43017
	160-000669 2510 Zuber Road	John & Rosina Hartig 2510 Zuber Road Grove City, OH 43123
	160-001798 2510 Zuber Road	John & Rosina Hartig 2510 Zuber Road Grove City, OH 43123

BAILEY | CAVALIERI

JOSHUA D. DiYANNI
jdiyanni@baileycav.com
614-229-3270

June 7, 2021

Kyle A. Rauch, AICP, EDFP
Development Director
City of Grove City
4035 Broadway
Grove City, Ohio 43123

Re: **Annexation Petition for Parcel Nos. 160-000119 and 160-000163**

Dear Mr. Rauch:

Please find attached the original signed Annexation Petitions for Parcel Nos. 160-000119 and 160-000163.

Please let me know if you have any questions or require any additional information.

Sincerely,



Joshua D. DiYanni

JDD/asr
Enclosures

**PRE-ANNEXATION AGREEMENT
CITY OF GROVE CITY OHIO**

This Annexation Agreement (the "Agreement") is made and entered into this ____ day of _____ 2020 (the "Effective Date"), by and between The City of Grove City, Ohio (the "City"), and Haughn Road Properties, LLC, an Ohio limited liability company (the "Property Owner").

I. BACKGROUND

A. Property Owner is the owner of property consisting of approximately forty-five and 66/100 (45.66) acres of land located in Jackson Township in Franklin County, Ohio, the legal description of which is attached hereto as Exhibit "1" (the "Property"). The Property is contiguous to the municipal boundary of the City.

B. The City desires that the Property be annexed into the City of Grove City in order for the City to expand its territory and to preserve and expand its future tax base for the benefit of its citizens.

C. The Property Owner desires that the Property be annexed into the City of Grove City in order to, among other reasons, obtain the benefits to the Property set forth in this Agreement.

D. Subject to the terms and conditions set forth herein, the Property Owner is willing to annex, and the City is willing to accept, the Property into the City of Grove City.

II. TERMS AND CONDITIONS

A. Background. The above Background is incorporated into the Terms and Conditions as if fully written herein.

B. Annexation Petition. The Property Owner shall sign the annexation petition attached hereto as Exhibit "2" (the "Petition") for the purpose of seeking annexation of the Property into the City. Property Owner shall cause the Petition to be filed with the Franklin County Commissioners. All costs and expenses in petitioning for the annexation and annexing the Property to the City will be borne by the City.

Once this Agreement is signed by Property Owner and the City, Property Owner agrees that it will not remove its name from the Petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action, provided, however, Property Owner's continued cooperation in the annexation of the Property shall be subject to and conditioned upon the City's performance of its duties and obligations as memorialized in the Agreement, and provided that annexation and inclusion in the "CRA" (defined in Section II.E.1. below) shall occur within the Term, as defined below. Property Owner and City will provide statutorily required affidavits for presentation to the Franklin County Board of County Commissioners in support of annexation of the Property and, if

necessary, the City, and/or its respective agents or assigns, will testify regarding the merits of the annexation at a hearing held before the Franklin County Board of Commissioners or subsequent court hearings.

C. Service Resolution. Pursuant to R.C. Section 709.03(D), the City agrees to enact the appropriate City Service Resolution stating the municipal services that can be provided to the Property.

D. Zoning. Subject to Section II(H) below, upon the annexation of the Property to the City, the City shall rezone the Property to the R-A Rural (Agricultural) Zoning District pursuant to City Code Section 1139.05(a) (the "R-A Zoning District"). The R-A Zoning District permits Property Owner to continue farming operations on the Property as a permitted use within the City of Grove City, and the Property shall remain in the R-A Zoning District, also known as the Rural District (under City Code Section 1135.16), until the Property Owner rezones the Property to a different classification.

E. Community Reinvestment Area and New Community Authority.

1. Community Reinvestment Area. The City agrees to expand the existing pre-1994 Community Reinvestment Area (the "CRA") to include the Property. Subject to Section II(E)(2) below, the inclusion of the Property into the CRA will make the Property eligible for a 100%, 15-year real property tax exemption for new construction on the Property.
2. New Community Authority. Property Owner acknowledges that the expansion of the CRA will include multiple properties, including the Property. Property Owner agrees to petition, after the successful expansion of the CRA, along with other property owners, for the establishment of a New Community Authority under Chapter 349 of the Ohio Revised Code (the "NCA") for the purpose of causing property owners within the expanded CRA area to pay a community development charge equal to the following percentages of the real estate taxes that would have been due but for the tax abatement created by the CRA:
 - i. For industrial uses, property owner shall pay an NCA charge of fifteen percent (15%).
 - ii. For office uses, property owner shall pay an NCA charge of 50 percent (50%).
 - iii. For all other uses, property owner shall pay an NCA charge of one hundred percent (100%), unless otherwise agreed by the City.

The proceeds of the NCA charge will be paid to the Community Authority that will use the funds for the benefit of the CRA expanded area. The net affect of the NCA charge is that the properties within the CRA expanded area, including the Property, will receive an effective eighty-five percent (85%) tax abatement for industrial uses and a fifty percent (50%) tax

abatement for office uses on the increased valuation of the Property attributable to new construction. So long as the Property is zoned and used for agricultural purposes, the Property Owner will not be charged the NCA charge.

F. Use of Property. The City acknowledges that Property Owner intends to continue to use a portion of the Property for agricultural purposes (as described in Section II(F)(1) below) for the foreseeable future. For that reason, and in consideration of Property Owner agreeing to annex the Property to the City, the City agrees that so long as the Property, or any portion thereof, is used for agricultural purposes, in addition to rezoning the Property pursuant to Section II(D) above, to the following:

1. Income Tax. The City agrees to enter into an economic development grant with the Property Owner to make a grant to the Property Owner, any share cropper, or any lessee of the Property, payable from non-tax revenues of the City, in an amount equal to any City income taxes paid on any income derived from agricultural activities, to include the growing of crops on the Property, timber extraction, and similar pasturage, horticulture, viticulture, animal and poultry husbandry, falling within City Code Section 1135.16 (acknowledging that such activities cannot create unsanitary conditions, health or safety hazard or offensive noise and odors). The annual grant payments shall be made by the City no later than the date which is sixty (60) days after the date in which the income tax remittance is received by the City from the Regional Income Tax Agency ("RITA"), and all tax returns and submissions for a given tax year have been finalized.
2. Utilities. The City shall not require Property Owner to extend utilities to the Property nor will the City impose any special assessments or other charges on the Property, unless otherwise agreed to by Property Owner.
3. Improvements. The City shall not require any involuntary physical improvements to the Property.

G. Detachment Upon Default; Outside Date and Right of Termination. If the City defaults on the terms and conditions set forth in Section II(D), Section II(E)(1), and/or (if prior to the full and final completion of those items under Section II(D) and Section II(E)(1)), Section II(F) of this Agreement (the "City's Default"), the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City. Furthermore, in the event of a City Default, the City shall consent to and not oppose the Property Owner's petition to detach the Property from the City and shall take all actions provided by law to cause the detachment of the Property, solely at the City's expense.

Furthermore, if the actions contemplated under Section II(D) and Section II(E)(1) cannot be achieved on or before nine (9) months after the filing of the Petition (the "Term"), then with written notice to the City, Property Owner may unilaterally either extend the Term or terminate the Agreement. In the event Property Owner elects to terminate the Agreement such

termination shall be effective thirty (30) days after the date of such notice. Upon such notice, and the termination as aforesaid, the City agrees, at the request of the Property Owner, to comply with the Property Owner's request to have the Property detached from the City, so long as such detachment is commenced within ninety (90) days of the termination of this Agreement.

H. Condition Precedent. Property Owner and the City acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the City Council and shall take effect upon such approval and execution. Property Owner and the City also acknowledge that any action on an annexation, zoning, rezoning, and expansion of the CRA, must be finally approved by the City Council to become effective.

I. Miscellaneous.

1. Intent of Parties. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns, and by execution hereof, all parties represent that they are duly authorized to sign the Agreement.
2. Cancellation. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Property Owner and City or pursuant to the terms of this Agreement as to conflict in law, impractically, and/or acts of God.
3. Remedies. Except as otherwise limited by ORC Chapter 2744 as to action for or against the City, and in addition to Property Owner's remedy set forth in Section II(G), the parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the enforcement thereof.
4. Assignment of Agreement. The parties agree that Property Owner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust or any other person without the consent of the City. This Section II(I)(4) does not limit the City's review and approval for subdividing or splitting parcels of land from a larger tract.
5. Addresses for Notices. Notice to the parties as required or provided for herein shall be in writing and shall be deemed if given or sent by national courier service or certified/registered U.S. Mail, to all parties of this Agreement, or such other method as mutually agreeable:

If to Property Owner: Haughn Road Properties, LLC
76 Cressingham Lane
Powell, Ohio 43065

If to City: City of Grove City
4035 Broadway
Grove City, Ohio 43123
Attn: City Administrator

6. Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
7. Entire Agreement Merger Clause; Statement of Incorporation. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. Modifications or Amendment of Agreement. No modifications, amendments, alterations, or additions shall be made to this Agreement except in a writing signed by Property Owner and City.
9. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
10. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.
11. Survival of Representations and Warranties. All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

12. Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement shall be effective on the date last executed.

Property Owner

by: _____

Date: _____

Approved as to Form:

Stephen J. Smith, Law Director

City of Grove City

by: _____

Date: _____

per authority granted by

Ordinance No.: _____

Passed _____, 2020.

Exhibit "1"

LEGAL DESCRIPTION

Situate in the County of Franklin, in the State of Ohio, and in the Township of Jackson and bounded and described as follows:

Situate in the State of Ohio, County of Franklin and in the Township of Jackson and being part of Survey 1434, Virginia Military Lands and being part of that certain 27.47 Acre Tract as conveyed by Henry C. White and Lotta White to William Haughn as the same is shown of record in Deed Book 222, pages 351 and 352 and part of that certain 70.0 Acre Tract as conveyed by William M. Slack to Samuel Haughn and shown of record in Deed Book 629, page 361, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at a point in the center line of Haughn Road at the southwesterly corner of the above mentioned 27.47 Acre Tract; thence from said point of beginning N. 2° 30' E. along the center line of Haughn Road and along the westerly line of said 27.47 Acre Tract, a distance of 1081.26 ft. to an iron pin at the northwesterly corner of said tract; thence S. 86° 47' E. along the northerly line of said 27.47 Acre Tract, a distance of 1121.08 ft. to a stone at the northeasterly corner of said tract and in the westerly line of the aforementioned 70.0 Acre Tract; thence N. 4° 01' E. along the westerly line of said 70.0 Acre Tract; a distance of 118.45 ft. to an iron pin at the southwesterly corner of a certain 25.0 Acre Tract off the north end of the aforementioned 70.0 Acre Tract as conveyed to Jonas Borrer by Samuel and Mary Haugh; thence S. 86° 25' E. along the southerly line of said 25.0 Acre Tract, a distance of 1351.04 ft. to the point of intersection of said line with the center line of State Route No. 1 as is currently being constructed; thence with a curve to the left with a radius of 11,854.30 ft. and along the center line of State Route No. 1 as is currently being constructed, the long chord which bears S. 42° 27' 51" W., a distance of 1552.11 ft. to a point in the southerly line of the aforementioned 70.0 Acre Tract; thence N. 86° 20' 20" W. along the southerly line of said 70.0 Acre Tract and along the southerly line of the aforementioned 27.47 Acre Tract and passing an iron pin on line in the easterly right-of-way line of Haughn Road, a distance of 1473.30 ft. to the point of beginning; containing 51.058 Acres of which 5.36 Acres lie within the right-of-way limits of new State Route No. 1; subject to all easements and restrictions shown of record also subject to all legal highways.

Parcel No. 160-125

Also known as 5460 Haughn Road

LESS AND EXCEPTING THEREFROM:

Being a parcel of land lying on the left side of the centerline of FRA-71-6.09 and as shown on the

Centerline Plat and Right-of-Way Plans recorded 12/22/2009, in Plat Book 112, Page 94-97, Recorder's Office, Franklin County, Ohio:

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Number 1434 of the Virginia Military District, being a part of the 51.058 acre tract conveyed to Haughn Road Properties, LLC of record in Instrument Number 200211250300574, and described as follows:

Beginning, for reference, at a 3/4 inch pipe with a 7385 cap found marking the northwest corner of Lot 6 as shown on Gateway Business Park of record in Plat Book 86, Page 4 conveyed to Crossroads Ohio LLC of record in Instrument Number 200512160265086, in the easterly limited access right-of-way line of Interstate 71 as shown on the Right-of-Way plans FRA-62-2.12 on file at the Ohio Department of Transportation, the southeast corner of Parcel No. 23-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 284, the northeast corner of Parcel No. 22-LA, a perpetual highway easement conveyed to the State of Ohio of record in Deed Book 2095, Page 231, at the northeast corner of the tract conveyed to Joyce Mercer, Trustee of the Joyce Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018164 and William H. Mercer, Trustee of the William H. Mercer Declaration of Trust dated June 3, 1997 of record in Instrument Number 199706090018163, and in the south line of the 22.766 acre tract conveyed to Mara Enterprises, Inc. of record in Deed Book 3190, Page 127, located 150.00 feet right of centerline station 284+63.65 for Interstate 71;

thence North 87 degrees 27 minutes 04 seconds West, a distance of 183.83 feet, with the north line of said Mercer tract, the south line of said 22.766 acre tract, and the south line of said Parcel No. 23-LA, to the southwest corner of said 22.766 acre tract and the southeast corner of said 51.058 acre tract, located at centerline station 283+56.69 for Interstate 71, being the *True Point of Beginning*;

thence North 87 degrees 27 minutes 04 seconds West, a distance of 200.90 feet, with said north line, the south line of said 51.058 acre tract, and partly with the south line of said Parcel No. 23-LA, to an iron pin set, located 165.00 feet left of centerline station 282+42.87 for Interstate 71;

thence across said 51.058 acre tract with the proposed westerly limited access right-of-way line for Interstate 71, the following courses:

with the arc of a curve to the right, having a central angle of 01 degrees 00 minutes 04 seconds, a radius of 12019.30 feet, an arc length of 210.01 feet, a chord bearing and distance of North 37 degrees 33 minutes 32 seconds East, 210.01 feet, to an iron pin set, located 165.00 feet left of centerline station 284+50.00 for Interstate 71;

North 54 degrees 40 minutes 21 seconds East, a distance of 52.84 feet, to an iron pin set in the existing westerly limited access right-of-way line of Interstate 71 and the westerly line of said Parcel No. 23-LA, located 150.00 feet left of centerline station 285+00.00 for Interstate 71;

thence across said 51.058 acre tract with said existing westerly limited access right-of-way line and

the westerly line of said Parcel No. 23-LA, the following courses:

with the arc of a curve to the right, having a central angle of 05 degrees 58 minutes 44 seconds, a radius of 12004.30 feet, an arc length of 1252.65 feet, a chord bearing and distance of North 41 degrees 17 minutes 26 seconds East, 1252.08 feet, (passing 6 inch diameter concrete right-of-way monuments marked "OHD" found at 506.19 and 1012.88 feet, both along the arc of said curve), to an iron pin set, located 150.00 feet left of centerline station 297+37.00 for Interstate 71;

North 40 degrees 37 minutes 29 seconds East, a distance of 32.25 feet, to an iron pin set in the north line of said 51.058 acre tract, the south line of the tract conveyed to The First Baptist Church of Grove City of record in Instrument Number 200212270333608, and a northwest corner of said Parcel No. 23-LA (being South 87 degrees 26 minutes 55 seconds East, 8.22 feet from a 3/4 inch pipe found), located 152.10 feet left of centerline station 297+68.78 for Interstate 71;

thence South 87 degrees 26 minutes 55 seconds East, a distance of 205.36 feet, with said north line, said south line, and the south line of Parcel No. 21A-LA, a perpetual highway easement conveyed to the State of Ohio of record in Case Number 200918 on file at the Clerk of Courts, Franklin County, Ohio, to the centerline of Interstate 71 and a corner common to said 51.058 and 22.766 acre tracts, located at centerline station 299+05.88 for Interstate 71;

thence with said centerline and the line common to said 51.058 and 22.766 acre tracts, with the arc of a curve to the left, having a central angle of 07 degrees 29 minutes 16 seconds, a radius of 11854.30 feet, an arc length of 1549.18 feet, a chord bearing and distance of South 41 degrees 21 minutes 08 seconds West, 1548.08 feet, to the *True Point of Beginning*, containing 5.393 acres, more or less, of which 5.314 acres are in the present roadway occupied, from Auditor's Parcel Number 160-000125.

All references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted.

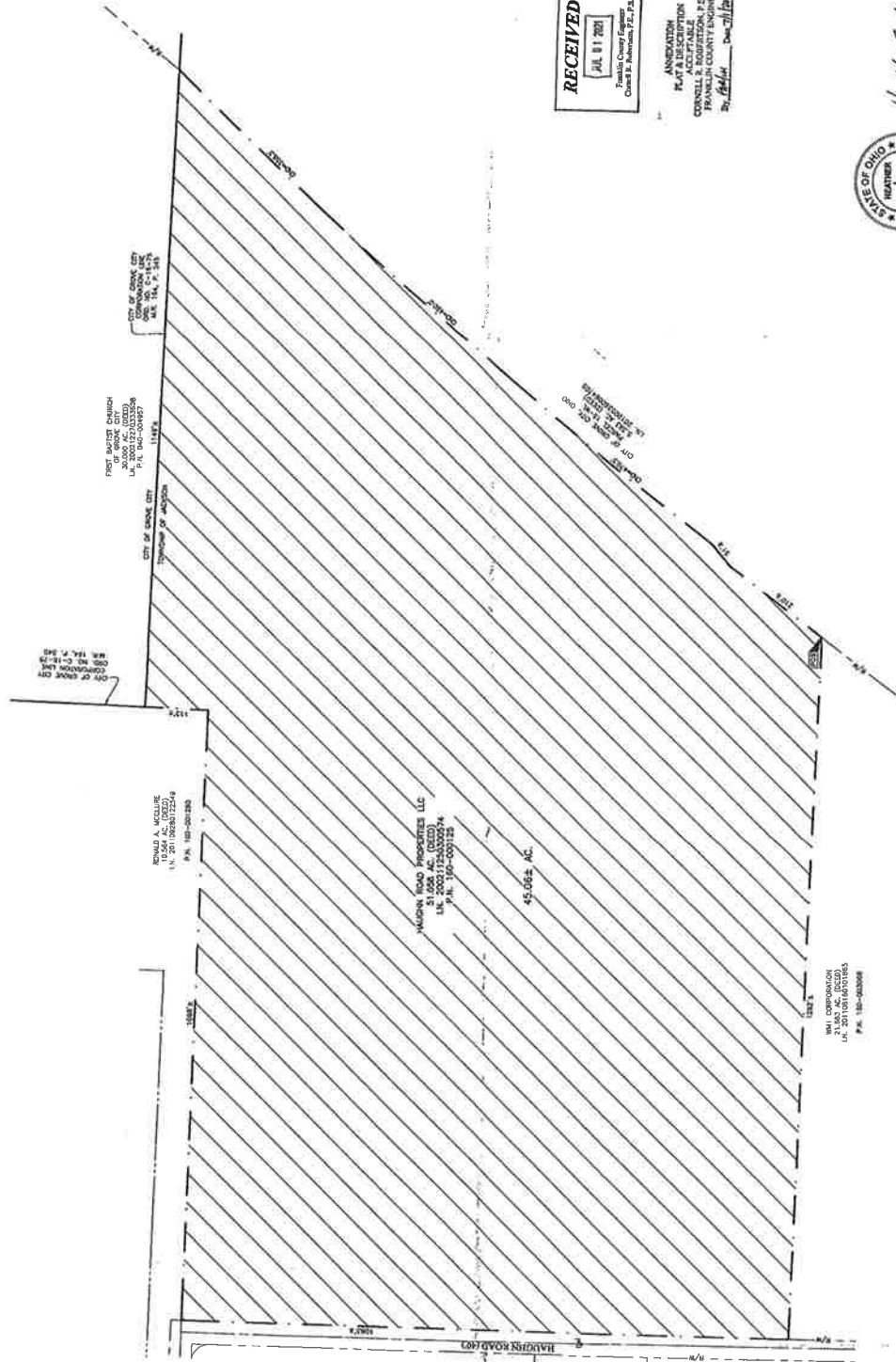
Iron pins set, as shown on said Right-of-Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W".

All bearings shown are for project use only. Bearings are based on the Ohio Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North 00 degrees 21 minutes 40 seconds East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

Description prepared by Edward J. Miller, PS, registered Surveyor No. S-8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. as shown on said Centerline Plat and the Right-of-Way plans for FRA-71-6.09, dated 12/22, 2009, a complete set consists of fifty-one (51) sheets.

PROPOSED ANNEXATION OF 45.06± ACRES FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 1434 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO



AREA TO BE ANNEXED
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

PROPOSED CITY OF GROVE CITY CORPORATION LINE

EXISTING CITY OF GROVE CITY CORPORATION LINE

City of Grove City, Ohio
Total perimeter of annexation area is 624.8 feet, of which 11.6 feet is contiguous with the City of Grove City by Ordinance Number C-16-15, giving 18.6% perimeter contiguous.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.



ANNEXATION
PLAT
CORNELL & ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By: *[Signature]* Date: 7/1/21



By: *[Signature]* Date: 6/23/21
Matthew L. King
Professional Engineer No. 84307
Engineering Office

EMHIT	Date:	June 23, 2021
	Scale:	1" = 100'
	Job No.:	2021-0559
	Sheet:	1 of 1
REVISIONS NO. DATE DESCRIPTION 1 6/23/21 REVISED		



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Annexation Petition

Expedited Type 2

Pursuant to ORC §709.023

2

Property Information

Site Address:

5460 Haughn Road, Grove City, Ohio 43123

Parcel ID(s):

160-000125

Total Acreage:

45.665

From Township:

Jackson Township

To Municipality:

Grove City

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

Haughn Road Properties LLC

Address:

76 Cressingham Lane

Powell, Ohio 43065

Phone #

614-537-4475

Fax #

Email:

fallieras1@gmail.com

Attorney/Authorized Agent Information

Name:

Donal Plank, Plank Law Firm, LPA

Address:

Plank Law Firm, LPA, 411 East Town Street, Floor 2, Columbus,
Ohio 43215

Phone # (614) 947-8600

Fax # (614) 228-1790

Email: dtp@planklaw.com

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Mary Fallieras
Property Owner

Date

5-18-21

Property Owner

Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

Staff Use Only

Case # ANX-

Hearing Date:

Date Filed:

Fee Paid:

Receipt #:

Received By:

Notification Deadline (5 days):

Svc Statement Deadline (20 days):

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☐ Legal description of the property
- ☐ Fee Payment (checks only)
- ☐ Map/plot of property
- ☐ List of adjacent properties

Exhibit A

Property Owner Information

Names: Haughn Road Properties, LLC
Address: 76 Cressingham Lane, Powell, Ohio 43065
Phone Number: (P)614-537-4475
Fax Number:
Email: fallieras1@gmail.com

Adjacent Property Owners		
Parcel to Be Annexed	Adjacent Properties	Owner & Mailing Addresses
160-000125 (5460 Haughn Road)	160-001280 5446 Haughn Road	Ronald A, Camelia A, & Ronald A II McClure 5446 Haughn Road Grove City, OH 43123
	040-004957 3301 Orders Road	First Baptist Church of Grove City 3301 Orders Road Grove City, OH 43123
	040-015730 Mt Carmel Lane	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-015824 5500 N Meadows Drive	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-015731 N Meadows Drive	Mount Carmel Health System 6150 E Broad Street Columbus, OH 43213
	040-009553 5701 N Meadows Drive	SREIT 5701 North Meadows Drive LLC 1601 Washington Avenue, STE 800 Miami Beach, FL 33139
	160-003068 Haughn Road	VM1 Corporation 2699 Fair Avenue Columbus, OH 43209
	160-002601 5765 Haughn Road	Boetcher Brothers Fams LLC 3510 Little Creek Road Frankfort, OH 45628
	160-002612 5501 Haughn Road	William B Collins & Cynthia L Wing 5501 Haughn Road Grove City, OH 43123
	160-002609 5457 Haughn Road	Carl & Carolyn S Morgan 5457 Haughn Road Grove City, OH 43123

Date: 11-09-21
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-59-21
1st Reading: 11/15/21
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postponed to
12-06-21*

RESOLUTION NO. CR-59-21

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE INSTALLATION OF ROOFTOP SOLAR PANELS TO JP MORGAN CHASE LOCATED AT 2161 STRINGTOWN ROAD

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on November 02, 2021, the Planning Commission recommended approval of the Certificate of Appropriateness request for the installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., with the following stipulation:

1. The applicant and/or property owner shall work with the City's Urban Forester to design a landscape feature at the corner of Stringtown & McDowell Roads.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the installation of rooftop solar panels to JP Morgan Chase located at 2161 Stringtown Rd., contingent upon the stipulation set by Planning Commission.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/30/21
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Sponsor: Mr. Berry
Emergency: 30 Days: XX
Current Expense:

No.: C-72-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-72-21

AN ORDINANCE TO ACCEPT STORMWATER AND SANITARY EASEMENT ON THE PINNACLE QUARRY SITE

WHEREAS, the developer of the Pinnacle Quarry site has granted stormwater and sanitary easement that will be necessary to serve the property to the City; and

WHEREAS, the Developer has asked the City to accept the easement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The stormwater and sanitary easement as generally shown and described in Exhibit "A" is hereby accepted.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-72-21
Exhibit "A"

PERMANENT EASEMENT FOR PUBLIC UTILITIES

THIS PERMANENT EASEMENT FOR PUBLIC UTILITIES (this "Easement") is made and entered into this 11TH day of October, 2021, by and between **HEIDI M. PACK, TRUSTEE OF "THE CATHERINE M. BURGSTALLER PRINCIPAL PROTECTION TRUST", DATED DECEMBER 6, 2016** ("Grantor"), whose mailing address is 4485 Jackson Pike, Grove City, Ohio 43123, and the **CITY OF GROVE CITY, OHIO**, an Ohio municipal corporation ("Grantee"), whose mailing address is 4035 Broadway, Grove City, Ohio 43123.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property legally described on the attached Exhibit A attached hereto and made a part hereof, being Franklin County parcel numbers 160-000370-00 and 160-001442-00 (collectively, the "Grantor's Property");

WHEREAS, Grantee desires a permanent easement over, under, and through that certain portion of the Grantor's Property described on Exhibit B attached hereto and made a part hereof and depicted as the area labeled as "0.124 ACRES" on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the construction, installation, operation, maintenance, repair, and replacement of sanitary sewer facilities; and

WHEREAS, Grantor desires to grant a permanent easement over, under, and through the Easement Area for the benefit of Grantee for those purposes upon the terms and conditions set forth in this Easement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Permanent Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent, exclusive easement in, over, under, and through the Easement Area for the following purposes: (i) to construct, install, operate, maintain, repair, and replace public utilities including, but not limited to utility lines for

sanitary sewer and facilities and appurtenances incidental thereto, including, but not limited to, conduits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures, and other appurtenances and facilities (collectively, the "Facilities"); (ii) for other construction purposes related to such project, including, but not limited to, grading and slope construction; (iii) ingress and egress over those portions of the Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area; and (iv) the right to do all things necessary, proper, or incidental to the successful operation and maintenance of such utilities and Facilities. Grantee, as soon as reasonably practicable after construction and installation of the Facilities, including any alterations and repairs thereto, and completion of the grading work, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

2. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrants that it has the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

[Signature Pages to Follow]

Executed this 11TH day of OCTOBER, 2021.

GRANTOR:

Heidi M. Pack, Trustee

HEIDI M. PACK, TRUSTEE OF "THE
CATHERINE M. BURGSTALLER PRINCIPAL
PROTECTION TRUST", DATED DECEMBER 6,
2016

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 11TH day of OCTOBER, 2021, by Heidi M. Pack, Trustee. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Tina M. Kountz
Notary Public



TINA M KOUNTZ
Notary Public
State of Ohio
My Comm. Expires
July 8, 2026

Executed this 22nd day of October, 2021

GRANTEE:

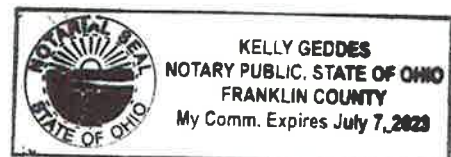
CITY OF GROVE CITY, OHIO,
an Ohio municipal corporation

By: [Signature]
Name: Charles W. Boso, Jr.
Its: City Administrator

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 22nd day of October, 2021, by Charles W. Boso, Jr., the City Administrator of the City of Grove City, Ohio, an Ohio municipal corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

[Signature: Kelly Geddes]
Notary Public



This Instrument Prepared By:

Nicklaus J. Reis, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

Exhibit A

Grantor's Property

Parcel No. 160-000370-00

Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey #469, and being part of a 2.17 acre tract (Parcel #1), and all of a 0.171 acre tract (Parcel #2) conveyed to Richard D. and Catherine M. Burgstaller shown of Record in Deed Book 2314, Page 176, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at a found spike at the intersection of the centerline of Jackson Pike (State Route 104) (60 feet wide) with the centerline of White Road (50 feet wide);

Thence, South 02° 09' 13" West, along the centerline of said Jackson Pike, a distance of 207.44 feet to a spike at the northeasterly corner of said 0.171 acre tract, and the southeasterly corner of a 0.091 acre tract conveyed to the Trustees Jackson Chapel Methodist Church shown of Record in Deed Book 2002, Page 643 and the true point of beginning of this description,

Thence, South 02° 09' 13" West, along the centerline of said Jackson Pike, a distance of 160.03 feet to a spike;

Thence North 73° 21' 13" West, across said 2.17 acre tract, and along a line parallel with the southerly line of said 2.17 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 30.99 feet, a total distance of 441.41 feet to an iron pin on the westerly line of said 2.17 acre tract, and on the easterly line of an original 53.653 acre tract (Parcel #2) conveyed to Teresa Endres shown of record in Deed Book 1383, Page 282;

Thence, North 17° 10' East, along the westerly line of said 2.17 acre tract, and along the easterly line of said 56.653 acre tract, a distance of 109.18 feet to an iron pin at the northwesterly corner of said 2.17 acre tract, and on the southerly line of a 0.590 tract (Parcel #1) conveyed to Anita S. Burgstaller (et. al. 3) shown of record in Official Record 4828, Page G-01;

Thence, South 73° 18' 30" East, along the northerly line of said 2.17 acre tract, and along the southerly line of a 0.682 acre tract (Parcel 2) conveyed to Anita S. Burgstaller (et. al. 3) shown of record in Official Record 3828, Page G-01, a distance of 235.91 feet to an iron pin at the southwesterly corner of said 0.171 acre tract, and the southwesterly corner of said 0.682 acre tract;

Thence, North 08° 29' East, along the westerly line of said 0.171 acre tract, and along the easterly line of said 0.682 acre tract, a distance of 39.42 feet to an iron pin at the northwesterly corner of said 0.171 acre tract, and the southwesterly corner of said 0.091 acre tract;

Thence, South 75° 40' 44" East, along the northerly line of said 0.171 acre tract, and along the southerly line of said 0.091 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 139.52 feet, a total distance of 170.21 feet to the place of beginning, containing 1.238 acres, subject however to all highways and easements of record and of Records, easements, and restrictions in the respective utility office. The above described proposed 1.238 acre tract being subject to the following easement for driveway purposes:

Parcel No. 160-001442-00

Situated in the Township of Jackson, Franklin County, State of Ohio, bounded and described as follows:

Being situate in the State of Ohio, County of Franklin, Township of Jackson, and being part of Virginia Military Survey 469, and being part of a 2.17 acre tract (Parcel 1) conveyed to Richard D. and Catherine M. Burgstaller shown of record in Deed Book 2314, Page 176, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at a found spike at the intersection of the centerline of Jackson Pike, (State Route 104) (60 feet wide), with the centerline of White Road (50 feet wide);

Thence, South $02^{\circ} 09' 13''$ West, along the centerline of said Jackson Pike, a distance of 477.47 feet to a spike at the southeasterly corner of said 2.17 acre tract, and the northeasterly corner of a 1.00 acre tract conveyed to Catherine M. and Richard D. Burgstaller shown of record in Deed Book 3767, Page 573, and the true point of beginning of this description;

Thence, North $73^{\circ} 21'$ West, along the southerly line of said 2.17 acre tract, and along the northerly line of said 1.00 acre tract, and along the northerly line of a 31.616 acre tract conveyed to Catherine M. Burgstaller and Elizabeth T. Morbitzer shown of record in Deed Book 13703, Page 150, passing an iron pin on the westerly right of way line of said Jackson Pike, at 30.99 feet, a total distance of 469.90 feet to an iron pin found at the southwesterly corner of said 2.17 acre tract, and the northwesterly corner of said 31.616 acre tract, and on the easterly line of an original 56.653 acre tract (Parcel 2), conveyed to Teresa Endres shown of record in Deed Book 1383 Page 282;

Thence, North $17^{\circ} 10'$ East, along the westerly line of said 2.17 acre tract, and along the easterly line of said original 56.653 acre tract, a distance of 106.50 feet to an iron pin;

Thence, South $73^{\circ} 21'$ East, across said 2.17 acre tract, and along a line parallel with the southerly line of said 2.17 acre tract, passing an iron pin on the westerly right of way line of said Jackson Pike at 410.42 feet, a total distance of 441.41 feet to a spike on the centerline of said Jackson Pike;

Thence, South $02^{\circ} 09' 13''$ West, along the centerline of said Jackson Pike, a distance of 110.00 feet to the place of beginning, containing 1.114 acres, subject however to all highways and easements of record, and of records, easements and restrictions in the respective utility office. The above described proposed 1.114 acre tract being subject to the following easement for driveway purposes:

Exhibit B

Description of Easement Area

EASEMENT

0.124 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey #469 and being 0.124 acre strip of land of a 1.238 acre tract of land as conveyed to Heidi M. Pack, TR, Trustee of record in Instrument Number 201612290178522 and a 1.114 acre tract of land as conveyed to Heidi M. Pack, TR, Trustee of record in Instrument Number 201704110049023 and being more particularly described as follows:

Beginning for reference, at the centerline of Jackson Pike and at the southeasterly corner of said 1.114 acre tract of land;

Thence, North 74°43'32" West with the southerly line of said 1.114 acre tract, a distance of 446.06 feet to the **TRUE POINT OF BEGINNING**;

Thence, North 74°43'32" West with the southerly line of said 1.114 acre tract, a distance of 25.00 feet to a point at the southwesterly corner of said 1.114 acre tract and a point in the easterly line of a 12.783 acre tract of land as conveyed to MI Homes of Central Ohio of record in Instrument Number 202105120084320;

Thence, North 16°12'53" East with said easterly line, a distance of 216.11 feet to a point on a southerly line of 0.599 acre tract of land as conveyed to Robert E. & Anita S. Crooks of record in Instrument Number 199801020000599;

Thence, South 74°30'21" East with said southerly line, a distance of 25.00 feet to a point;

Thence, South 16°12'53" West through said 1.238 acre tract and said 1.114 acre tract, a distance of 216.02 feet to the **TRUE POINT OF BEGINNING** containing 0.124 acres, more or less;

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

The basis of bearing for this description is based on Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (2011) as determined by a series of GPS observations ODOT VRS network, with a bearing of South 74°47'30" East for a portion of centerline of White Road.



CESO, Inc.

Jeffrey A. Miller, PS
Registered Surveyor No. 7211

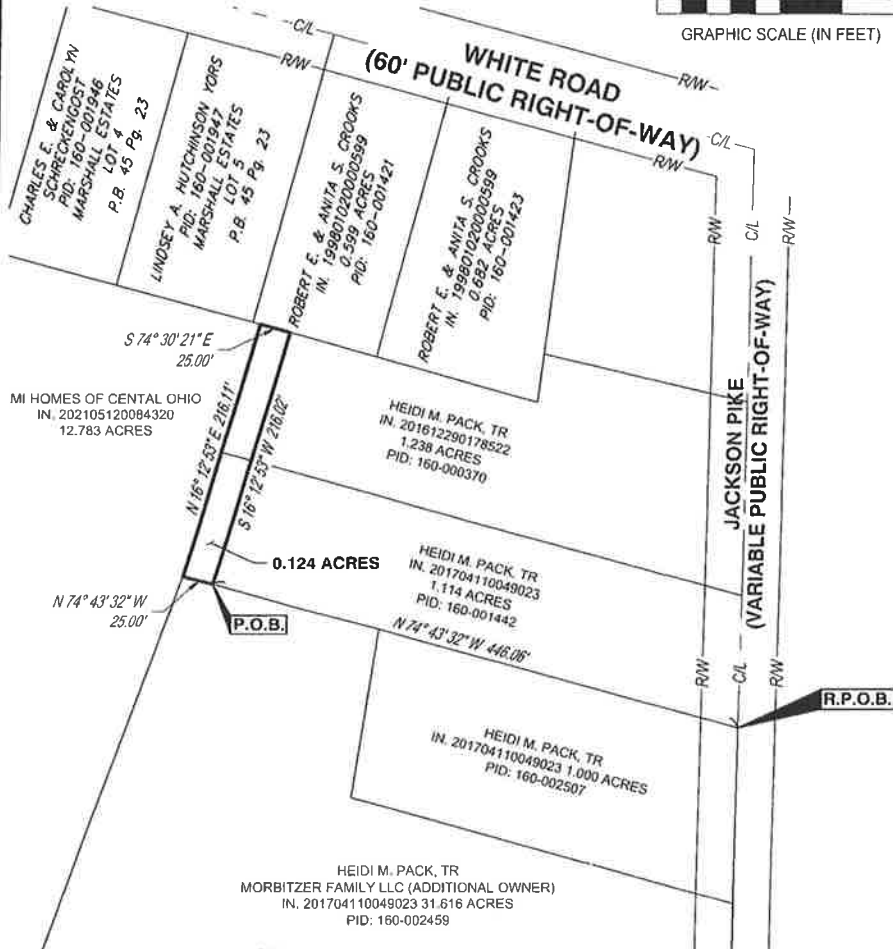
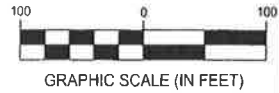
Date: 5-13-23

Exhibit C

Depiction of Easement Area

EASEMENT EXHIBIT

STATE OF OHIO, COUNTY OF , CITY OF GROVE CITY
VIRGINIA MILITARY LANDS #469



JEFFREY A. MILLER, OHIO P.S. NO. 7211
DATE: 5.13.21

0.124 AC EASEMENT EXHIBIT	
CITY OF GROVE CITY	FRANKLIN COUNTY, OHIO
SCALE: 1" = 100'	DATE: 05/11/2021
DESIGN:	JOB NO.: 758413
DRAWN: DAV	SHEET NO.:
CHECKED: ALB	1 OF 1

BASIS OF BEARING
OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83 (2011) AS DETERMINED BY A SERIES OF GPS OBSERVATIONS USING ODOT VRS NETWORK, WITH A BEARING OF SOUTH 74° 47' 30" EAST FOR A PORTION OF THE CENTERLINE OF WHITE ROAD.

W:\PROJECTS\KIMLEY HORN\758413-01 WHITE RD AND 10404 SURVEY\DWG\758413-SURV-0.124 AC EASEMENT.DWG - 5/13/2021 9:00 AM

Date: 11-30-21
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Schlabach
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-73-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-73-21

AN ORDINANCE SUPPORTING THE STORMWATER MODELING REPORT AND DESIGNATING \$3.9 MILLION FROM THE AMERICAN RECOVERY PLAN ACT FOR MUNICIPAL STORMWATER PROJECTS IDENTIFIED IN THE FINAL STORMWATER REPORT FROM EMH&T

WHEREAS, on October 18, 2021, EMH&T presented their Preliminary Stormwater Modeling report to Council; and

WHEREAS, the Preliminary Report identified Meadow Lane (Lotz Dr., Breck Ave., Glenna Ave.); Grove City Rd./Front St./Franklin St.; Security Dr., & La Rosa Dr.; Kingston Ave.; Sawyer Ct., as target areas for potential stormwater system improvements; and

WHEREAS, the Report recommended that the City advance projects with property owner feedback to develop workable solutions; evaluate potential stormwater projects within the City's Capital Improvement Plan planning; evaluate stormwater management policies for future development in the West Water Run and Grove City Creek watersheds; and evaluate State and Federal funding opportunities to support the implementation of the local storm sewer improvements identified in this Study; and

WHEREAS, the City has received American Recovery Plan Act funding which permits municipal stormwater projects as an eligible use of these dollars; and

WHEREAS, with the Final Report due in December, it is important to designate a funding source to implement the recommendations and improvements to the City's storm sewer system.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council supports the Stormwater Modeling Report presented on October 18, 2021.

SECTION 2. This Council hereby designates \$3.9 million of the American Recovery Plan Act funds to be used for the implementation of the recommendations and improvements to the City's Storm Sewer System, as outlined by EMH&T's final Stormwater Modeling Report and/or other stormwater projects approved by Council.

SECTION 3. All project plans and budgets for said stormwater projects shall be submitted to Council for approval prior to an appropriation request.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Christine Houk, President of Council

Date: 11/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense:

No. : C-69-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/06/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-68-21

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3946 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on May 21, 2018, Council approved Ord. C-31-18, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the requirements for the Program provides, in part, that an exceptional circumstance may be granted by City Council to address the “percentage of matching funds” and to increase the maximum award amount for a specific Project”; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits “special consideration”; and

WHEREAS, “special consideration” may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards; and

WHEREAS, a current business owner in the Town Center Core undertook and completed renovation/modernization of the property, currently known as the Grove City Brewing Co. and Plum Run Winery, with projects Broadway; and

WHEREAS, this project results in an enhancement of the vitality and appearance of the Town Center through façade and patio updates, the maintenance and enhancement of exterior structures and their interior facilities through electrical and HVAC upgrades, the leveraging of additional economic investment and/or activity and the utilization of sustainable building and site design concepts through an HVAC upgrade for an overall cost of approximately \$60,300.00; and

WHEREAS, the current business owner of the property located at 3946 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award; and

WHEREAS, the Eligibility Application was approved towards the end of 2020 for the improvements which were completed in that year; and

WHEREAS, COVID-19 has disrupted the Grant intake and approval process; and

WHEREAS, the Applicant has agreed to forego grants for program years 2021 and 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to the current business owner at 3946 Broadway, making it eligible for an award of \$30,000.00, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$10,000.00), to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No additional grants shall be approved for this property in 2021 or 2022.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this

Ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/09/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Rauch
Sponsor : Mr. Holt
Emergency: 30 Days: X
Current Expense:

No. : C-69-21
1st Reading: 11/15/21
Public Notice: 11/16/21
2nd Reading: 12/06/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-69-21

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 4326 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on March 04, 2019, Council approved Ord. C-09-19, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the requirements for the Program provides, in part, that an exceptional circumstance may be granted by City Council to address the “percentage of matching funds” and to increase the maximum award amount for a specific Project”; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits “special consideration”; and

WHEREAS, “special consideration” may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center and Broadway Corridor; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the attainment of a needed service or goal as set forth in the GroveCity2050 Community Plan; (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards; and

WHEREAS, a current business owner in the Broadway Corridor undertook and completed renovation/modernization of the property, currently known as Bill’s on Broadway; and

WHEREAS, this project results in the leveraging of additional economic investment and/or activity, the maintenance and enhancement of exterior structures and their interior facilities, and the update of building, electrical and facilities to meet current Code requirements to better serve and protect the health, life and safety of occupants for an overall cost of approximately \$35,000.00; and

WHEREAS, the current business owner of the property located at 4326 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award; and

WHEREAS, the Eligibility Application was approved earlier in 2021 for the improvements which have been completed; and

WHEREAS, COVID-19 has disrupted the Grant intake and approval process; and

WHEREAS, the Applicant has agreed to forego grants for program years 2021 and 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to the current business owner at 4326 Broadway, making it eligible for an award of \$10,000.00, which is in excess of the maximum currently permitted under the Town Center Commercial Revitalization Grant Program (\$5,000.00), to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No additional grants shall be approved for this property in 2021 or 2022.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided by law.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/30/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-74-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-74-21

AN ORDINANCE TO APPROPRIATE \$1,750,000.00 FROM THE DEPOSIT TRUST FUND AND REDUCE APPROPRIATION AMOUNTS FOR VARIOUS FUNDS

WHEREAS, the deposit trust fund accounts for deposits required to complete private development projects; and

WHEREAS, the amount of developer deposits received has been greater then anticipated and must be appropriated in order to be expended or encumbered; and

WHEREAS, to achieve budgetary compliance, it is necessary to reduce appropriations in various funds.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$1,750,000.00 from the unappropriated monies of the Deposit Trust Fund to account number 601000.591000 for current expenses.

SECTION 2. There is hereby a reduction in appropriations of:

\$15,000.00 in the State Highway Fund to account number 102000.536200;
\$420,000.00 in the General Recreation Fund to account number 104530.513200;
\$22,000.00 in the County Permissive License Fund to account number 106000.531400;
\$50,000.00 in the Big Splash Fund to account number 125700.514200;
\$10,180,098.00 in the Capital Improvement Fund to account number 305000.603207.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine Houk, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I Certify that there is money in the treasury, or

Date: 11/30/21
Introduced By: Mr. Holt
Committee: Finance
Originated By: Ms. Conrad
Approved: _____
Emergency: 30 Days: _____
Current Expense: XX

No.: C-75-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-75-21

AN ORDINANCE TO APPROPRIATE \$6,000.00 FROM THE SENIOR NUTRITION FUND FOR THE CURRENT EXPENSE OF THE MEALS ON WHEELS PROGRAM

WHEREAS, the City of Grove City has raised monies to support the Meals on Wheels program; and

WHEREAS, it is necessary to appropriate additional collected monies to allow for its distribution to Life Care Alliance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$6,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000 for the current expense of the Meals on Wheels program.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance

Michael Turner, Director of Finance

Date: 11/30/21
Introduced By: _____
Committee: _____
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-76-21
1st Reading: 12/06/21
Public Notice: 12/07/21
2nd Reading: 12/20/21
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-76-21

AN ORDINANCE TO APPROPRIATE \$8,633.00 FROM THE LOCAL CORONAVIRUS RELIEF FUND FOR THE CURENT EXPENSE OF PANDEMIC-RELATED EXPENSES AS REQUIRED UNDER THE CARES ACT

WHEREAS, On June 15th, 2020 City Council passed Resolution CR-22-20 requesting the distribution of CARES Act funding; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$901,204.98 into the account of Grove City, Ohio on June 30, 2020 and Council appropriated these funds through Ord. C-29-20; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$450,602.49 into the account of Grove City, Ohio on June 30, 2020, \$1,507,014.83 on October 9, 2020 and Council appropriated these funds through Ord. C-53-20; and

WHEREAS, the Fiscal Budget and Settlement office of Franklin County, Ohio deposited \$181,887.78 into the account of Grove City, Ohio on November 30, 2020 and Council appropriated these funds through Ord. C-70-20; and

WHEREAS, the Local Coronavirus Relief Fund has earned interest in the amount of \$8,633.00; and

WHEREAS, CARES Act funding must be appropriated to authorize the expenditure of pandemic-related costs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$8,633.00 from the unappropriated monies of the Local Coronavirus Relief Fund to account number 140000.559000 for the current expense of Coronavirus pandemic related costs.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Christine A. Houk, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council