# ORDINANCE C-02-26

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH MWI PROPERTY GROUP, RELATIVE TO PROPERTY WITHIN GROVE CITY COMMUNITY REINVESTMENT AREA #5

**WHEREAS**, the City of Grove City, Ohio, is a charter City located in Franklin County, Ohio, with powers of local self-government pursuant to Ohio Constitution Article XVIII, Section 3; and

**WHEREAS,** the City, by Ordinance C-01-26, has established the City of Grove City Community Reinvestment Area #5 in compliance with the requirements of Chapter 3735 of the Ohio Revised Code; and

**WHEREAS,** representatives of the City and representatives of MWI Property Group ("MWI") have negotiated terms providing for an exemption from real property taxation for on a percentage of the increase in assessed valuation resulting from improvements to be constructed and located within the City of Grove City Community Reinvestment Area #5 (the "CRA") by MWI or affiliates thereof (the "MWI Entities") and upon real property currently assigned Franklin County Auditor tax parcel number 040-017897 (the "Project Site"); and

**WHEREAS,** Section 3735.671 of the Ohio Revised Code requires the legislative authority and the owner of the property to be exempted under a CRA to enter into a written agreement relative to the terms and conditions of such exemption (the "CRA Agreement"); and

**WHEREAS,** the South Western City School District Board of Education has been notified of the proposed approval of a CRA Agreement between the City and MWI for the construction of improvements at the Project Site in accordance with Section 5709.83 of the Ohio Revised Code; and has been given a copy of the proposed CRA Agreement;

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

SECTION 1. This Council hereby authorizes the City Administrator to enter into a CRA Agreement with MWI Entities as set forth in the attached Exhibit A, following the acquisition of the Project Site by MWI Entities, and the assignment of a unique identification number for the CRA by the Ohio Department of Development.

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

Ted Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed: 02-02-2026

Effective: 03-02-2026

Attest:

I certify that this ordinance is correct as to form.

Exhibit A

CRA AGREEMENT

Exhibit A
C-02-26

**CITY OF GROVE CITY**
**COMMUNITY REINVESTMENT AREA #5**
**AGREEMENT**

This **COMMUNITY REINVESTMENT AREA #5 AGREEMENT** ("Agreement") is made and entered into by and between the CITY OF GROVE CITY (the "City"), a municipal corporation in the State of Ohio (the "State"), through the Grove City City Council (the "Council"), and [MWI ENTITY 1], a [STATE] [ENTITY TYPE] ("MWI Entity 1") and [MWI ENTITY 2], a [STATE] [ENTITY TYPE] ("MWI Entity 2") (individually or collectively, as the context requires, the "Developer"). City and Developer are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Ordinance No. 25-xxx adopted by the Council on [DATE] (the "Ordinance"), designated the area specified in the Ordinance as the City of Grove City Community Reinvestment Area #5 (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, MWI Acquisitions, LLC, a Delaware limited liability company ("MWI Acquisitions"), an affiliate of Developer, is under contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site") and is expected to assign its rights under said contract to Developer and Developer intends to acquire the Project and intends to construct two class-A industrial facilities and related site improvements as follows: (i) MWI Entity 1 to construct Building 1 being an estimated 192,780 square feet and an estimated $20,000,000 investment ("Building #1"), and (ii) MWI Entity 2 to construct Building 2 being an estimated 283,340 square feet and an estimated $30,000,000 investment ("Building #2", collectively, the "Project" or "Buildings", and each such building, individually, a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, MWI Acquisitions and/or Developer has submitted to the City an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer intends to convey or lease all or a portion of the Buildings, including, the land upon which the Buildings are constructed, to one or more future owners (each an "Owner"; collectively the "Owners") or future tenants (each a "Tenant"; collectively the "Tenants"), which Owners and/or their lessees and/or Tenants, shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Director of Development of the State of Ohio has assigned a unique designation to City of Grove City Community Reinvestment Area #5 pursuant to Section 3735.66 of the Ohio

Revised Code, and the City, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the CRA; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the Council on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the City of Grove City Community Reinvestment Area #5 and improve the economic climate of the City; and

WHEREAS, the Project Site is located in the South-Western City School District (the "School District"); and

WHEREAS, the City has timely provided proper notice of its intention to enter into this Agreement to the Board of Education of the School District; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District is not required to provide consent for this Agreement; and

WHEREAS, the Council, by Ordinance No. _____, adopted on _____, 2025, has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties hereto agree to the foregoing and as follows:

Section 1. Project. There are no existing buildings, nor retained jobs currently at the Project Site. The Developer intends to construct two speculative industrial buildings at a total estimated cost of $50 million, which encompasses the Project. Building #1, having a projected investment of $20 million, is to be approximately 192,780 square feet in area. Building #2 has a projected investment of $30 million and is to be approximately 283,340 square feet in area. These investments to be made in connection with the Project by the Developer represent real property improvements and are exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory. The Parties recognize that the costs associated with the Project may increase or decrease. The Parties also recognize that costs do not necessarily equal otherwise taxable value.

Section 2. Project Phasing/Buildings Modification/Subdivision. The Project may be constructed in one or more phases and the Buildings may be modified, all at the discretion of the Developer. The City acknowledges and agrees that the Developer may subdivide the land comprising the Project at any time, including, in conjunction with the foregoing phases and/or the creation of two separate parcels on which each of the Buildings is situated. The foregoing modifications or subdivisions shall not modify the Revenue Threshold requirement for each of the respective Buildings as set forth in this Agreement.

Section 3. Good Faith Estimates of Project Job Creation. The Developer estimates that Building #1 will contain approximately 75 full-time equivalent employees, with a combined total

minimum of $3,673,800 annual payroll. The Developer estimates Building #2 will contain approximately 125 full-time equivalent employees, with a combined total minimum of $6,123,000 annual payroll (collectively, the estimate for equivalent employees and annual payrolls for Building #1 and Building #2, represents the "Good Faith Estimate"). The job estimates provided in this Section are provided in good faith pursuant to Section 3735.671 (B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement.

The Parties recognize that the employment and payroll estimates associated with the Project as described above may increase or decrease significantly and that all employees at the Project will be hired by Companies other than the Developer.

The Parties contemplate that more defined employment and payroll estimates will be set forth in each Partial Assignment and Assumption with respect to each Building as specific Companies are identified and development occurs. Further, the Parties agree that only payroll generated from job creation that is new to the City shall be counted towards the Revenue Threshold (as defined below). Jobs and payroll attributable to employees of Companies already operating within the City and relocating to the Project shall not be included in the Revenue Threshold; provided, however, that any new jobs created and the corresponding new payroll generated by such relocated Companies in conjunction with such relocation to the Project shall be included towards the Revenue Threshold.

Section 4. Revenue Threshold. The minimum annual revenues shall be based on the Good Faith Estimate set forth above. Starting with the second tax year of the Tax Exemption provided in Section 6 of this Agreement for each respective Building, the minimum Revenue Threshold for (i) Building #1 shall be $73,476.00, and (ii) Building #2 shall be $122,460.00 (with respect to each such Building, the "Revenue Threshold"). References herein to "Actual Revenues" shall refer to annual employee municipal income tax withholdings generated at each Building collected and remitted to the City's taxing authority, the Regional Income Tax Agency ("RITA") for the tax year.

If there are disagreements among the Parties regarding the employees and payroll credited to the Revenue Threshold for a Building, the Parties shall (i) meet and confer with one another, and (ii) work together cooperatively to resolve their differences; provided, however, that Developer acknowledges that only jobs and payroll reported to RITA by Developer or any Companies and verified by the City's tax administrator will be counted when determining whether the Revenue Threshold has been achieved.

The Developer further acknowledges that the municipal income tax withholding records of any tenants of the buildings is confidential tax information under both Ohio and Grove City law, and that the tenants will need to provide the City's tax administrator with written authorization to disclose such information in order for the City's tax administrator to verify that information.

If Developer fails to maintain or cause to be maintained the Revenue Threshold for a

Building within the Project, Developer shall make a payment in lieu of taxes to the City in the amount equal to the difference between the Revenue Threshold and the Actual Revenue generated with respect to such Building (such payment, "Maintenance Payment"). However, the foregoing Maintenance Payment in lieu of taxes shall apply only for calendar years during which the Revenue Threshold has not been satisfied with respect to any such Building. For calendar years during which the Revenue Threshold has been satisfied with respect to any such Building, no Maintenance Payments or any other payments in lieu of taxes shall be due or payable with respect to such Building. The Revenue Threshold set forth in this Section is established on the assumption that the City income tax rate is two percent (2%). If such rate is increased or decreased at any time before or after the commencement of the real estate tax exemption period, the City shall notify the Developer in writing of the income tax change, and the Revenue Threshold shall be proportionately increased or decreased. The Maintenance Payment, if applicable, shall be due by June 1st of the calendar year following the calendar year during which the Revenue Threshold is not satisfied.

Section 5. Obligations for Tax Incentive Review Council. Each Owner and Company shall provide or cause to be provided to the applicable tax incentive review council ("TIRC") any information reasonably necessary for the TIRC to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate such Owner's and Company's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by TIRC . Upon the request of the TIRC, the recipient shall provide the TIRC any information necessary to perform its review with the nondiscriminatory hiring policies developed by the City under Section 5709.832 of the Revised Code. Pursuant to R.C. Section 5709.85(C)(1) the TIRC shall review the job and payroll information provided by such Owner or Company and on the basis of TIRC's review and determinations, on or before the first day of September of each year, the TIRC shall submit to the City written recommendations for continuation, modification, or cancellation of this Agreement.

Section 6. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants to the Owner of each Building constructed on the Project Site within the City of Grove City Community Reinvestment Area #5, a real estate tax exemption for such Building of seventy-five percent (75%) for ten (10) years. The real estate tax exemption for a Building shall commence in the first year in which such Building would otherwise become subject to real property taxation absent the exemption provided under this Agreement and shall continue for a period of ten (10) consecutive years thereafter. In the event the real estate tax exemption for any Building does not commence by the 2040 tax year (i.e. tax payment year 2041), then the City shall have the right to terminate or modify the exemption from taxation granted pursuant to this Agreement with respect to such Building.

Section 7. Utility and Infrastructure Improvements. Developer agrees to construct, or cause to be constructed all roadway and intersection improvements as required by the City with respect to the Project, and the extension of water and sanitary sewer service facilities to the Property as reasonably determined by the City. Additionally, the Developer agrees

to waive cost-sharing for utility oversizing set forth in 1101.11 of the City's Codified Ordinances.

Section 8. Obligation of Owner. The Owner of any Building shall pay, or cause to be paid, such real property taxes that are not exempt under this Agreement and levied against such Building and the underlying Land, and shall file all tax reports and returns as required by law. If the Owner of any such Building fails to pay such non-exempt taxes or file such returns and reports, the tax exemption granted under this Agreement with respect to such Building shall be rescinded, effective beginning with the year for which such taxes are due or such reports or returns are required to be filed, and continuing thereafter; provided, any such failure is not corrected within sixty days after such Owner's receipt of written notice thereof from the City.

Owners agree that, for itself and for any Companies engaging in commercial, office, or industrial operations at the Project, that it shall provide to the City, job creation and payroll estimates specific to such operations. Additionally, to facilitate collection of information and evaluation of job creation and payroll at the Project for purposes of TIRC evaluation and the accurate calculation and collection of municipal income taxes and other City purposes, each Owner shall take commercially reasonable steps to require job and payroll information to be provided by any Companies operating at such Owner's Building, and to cooperate with the City and its agents in the collection of such information. Further, Owners, at the time of executing any lease or license with respect to occupancy at any Building, shall provide to the applicable Company, notice concerningthe obligations set forth herein to report job creation and payroll information to the City.

Owner acknowledges that the municipal income tax withholding records of any tenants of the buildings is confidential tax information under both Ohio and Grove City law, and that the tenants will need to provide the City's tax administrator with written authorization to disclose such information in order for the City's tax administrator to verify that information.

Section 9. Obligations of City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption 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 that exemption.

Section 10. Continuation of CRA. If for any reason the City revokes its designation of the City of Grove City Community Reinvestment Area #5 containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the City of Grove City Community Reinvestment Area #5 containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement; provided, however, if any Owner of a Building materially fails to fulfill its obligations under this Agreement and such failure remains uncured after the expiration of any applicable cure periods, the City shall have the right to terminate or modify the

exemption from taxation granted pursuant to this Agreement with respect to such Building.

Section 11. Owner's Material Failure. If an Owner of a Building materially fails to fulfill its obligations under this Agreement and such failure is not cure within sixty (60) days after receipt of written notice from the City specifying the nature of the default, or if such Owner has submitted a fraudulent certification as to delinquent taxes as required under Section 12 of this Agreement, the City may terminate or modify the exemption from taxation granted under this Agreement with respect to such Building. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to any other Owner or Building other than such defaulting Owner(s).

Section 12. Tax Certification. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or (iii) such a petition has not been filed against the Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 13. Delinquent Tax, Fees and Environmental Certification. The Developer affirmatively covenants that it does not owe: (1) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (2) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 14. Legislative Approval Required. The Developer and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon the effective date of such approval.

Section 15. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the Owner of any such Building, or any successor to such Owner, or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 15 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 16. Affirmative Covenants. The Developer affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the City of Grove City Community Reinvestment Area #5 incentives for the Project. If any representative of the Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Section 17. Transferability and Assignment. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City agrees not to withhold its approval of any such transfer or assignment so long as any transferee or assignee files with the City, an assumption agreement substantially in the form attached hereto as "Exhibit C" (an "Assumption Agreement"), wherein such transferee or assignee, inter alia, (i) assumes all obligations of an Owner under this Agreement with respect to one or more Buildings and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assumption Agreement filed with the City, a $1,000 assignment fee shall be due to the City within 30 days after the complete execution of that Assumption Agreement.

Section 18. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any Party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by e-mail transmission and shall be deemed delivered upon on the date of transmission.

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

With a copy to:
FBT Gibbons LLP
Attn: Emmett Kelly
10 West Broad Street, 23rd Floor
Columbus, OH 43215

If to the Developer:
c/o MWI Property Group
Attn: Mike Weber
1211 West 22nd Street, Suite 800
Oak Brook, IL 60523

With a copy to:
Ginsberg Jacobs LLC
Attn: Brian J. Pleviak
300 South Wacker Drive, Suite 2750
Chicago, IL 60606

Section 19. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 20. Counterparts; Captions. 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. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 21. Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

**[Remainder of page intentionally left blank; signature page follows]**

**IN WITNESS WHEREOF**, the City and The Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

**CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

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

APPROVED AS TO FORM:

_____
Law Director

**[MWI ENTITY 1]**

By: _____
[NAME AND TITLE]

**[MWI ENTITY 2]**

By: _____
[NAME AND TITLE]

**EXHIBIT A to CRA AGREEMENT**
**DEPICTION OF CITY OF GROVE CITY**
**COMMUNITY REINVESTMENT AREA #5**

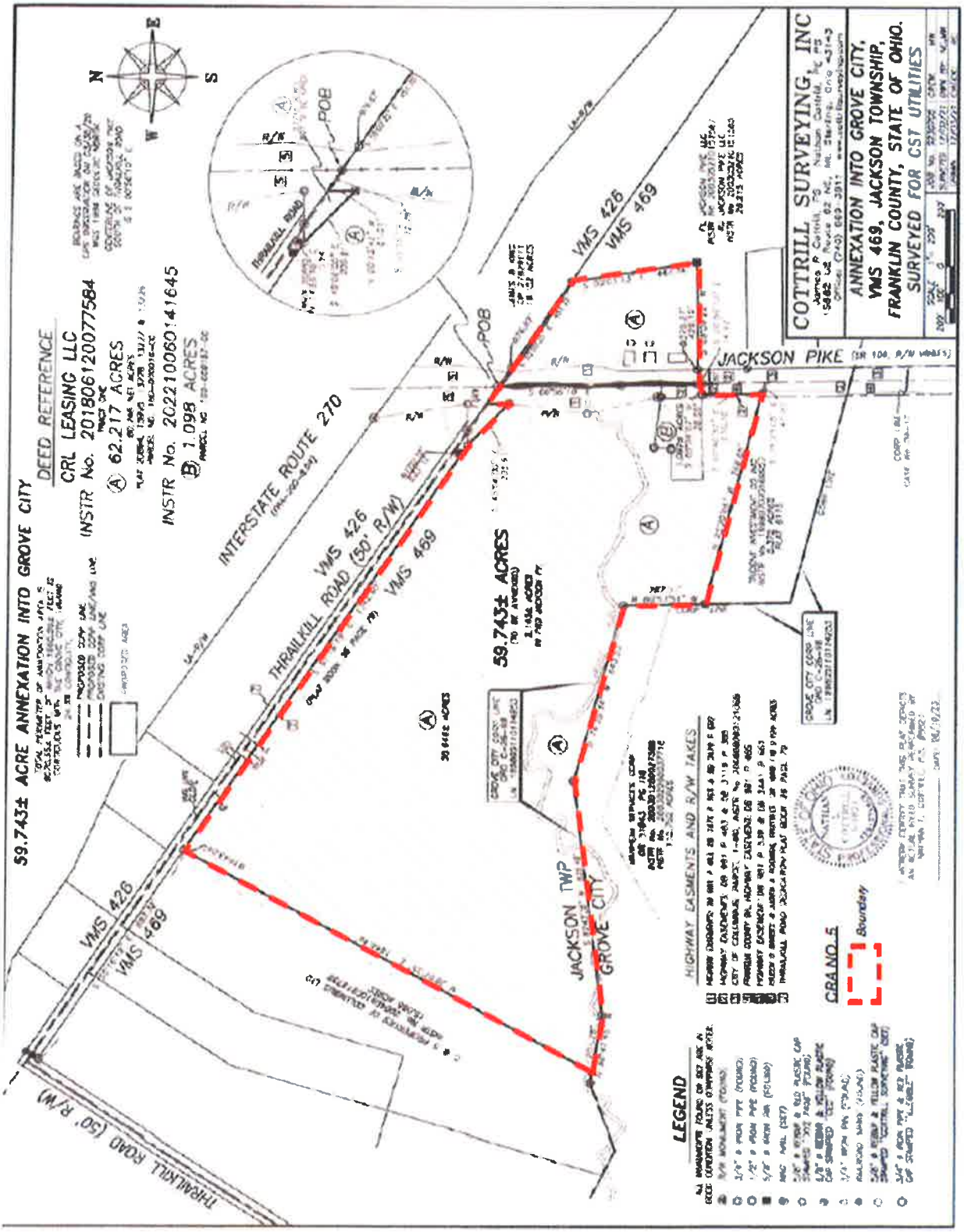


**EXHIBIT B to CRA AGREEMENT**
**PROJECT SITE**

The Exempted Property is the real estate situated in the City of Grove City, Franklin County and State of Ohio identified as on the map below, and identified by the Franklin County Auditor for tax year 2025 as parcel numbers:

2025 Tax Parcel Number: 040-017897
Area: 47.85 Acres



**EXHIBIT C to CRA AGREEMENT**
**FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

**FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 20___ ("Effective Date") by and between _____, a _____ limited liability company (hereinafter "_____" or the "Assignee"), [MWI ENTITY] ("Assignor"), and the City of Grove City, Ohio (the "City") related to the City of Grove City Community Reinvestment Area #5 Agreement dated _____, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement.

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately ____ acres of land located within Grove City (the "Project Site"), on which Assignor intends or did construct a series of industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignor intends to convey the Building(s) and the land upon which such Building(s) is/are constructed to Assignee (each such Assignee also referred to herein as an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties equipping and occupying the Building(s) and employing workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project Site is located in the South-Western City School District (the "School District"); and

WHEREAS, Assignor intends to enter into a purchase agreement with Assignee whereby Assignee will own a Building constructed on the Transferred Property (defined below). Assignor subsequently intends to execute a deed by which Assignee will succeed to the interest of Assignor for the portion of the Project Site that is to be conveyed to Assignee (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution No. _____ passed _____, has approved the assignment to, and assumption by, Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the Parties hereto agree as follows

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-21 of the Community Reinvestment Act agreement agreed to between the City and [MWI ENTITY] on _____, 2025.

2. Assignee currently estimates there will be created at the Transferred Property by the year 202__ approximately __ full-time equivalent employees, with a total annual payroll of approximately $_____ following the full build-out of the Transferred Property. As of the Effective Date, the Assignee has _____ full-time equivalent employees at the Transferred Property. [No employee positions were retained by the Developer due to construction of the Project.] The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and shall not be construed in a manner that would limit the amount or term of the tax exemption provided in the Community Reinvestment Act Agreement. [The Parties recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Transferred Property will be hired by Companies or their respective lessees [other than the Assignee].]

3. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(C).

4. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Ordinance No. ___ passed _____, the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

4. The City agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee and the obligation of Owner(s) to facilitate the collection of job creation and payroll information and provide such information to the City and/or its agents.

5. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to the City:

If to Assignee:

6. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

**[MWI Entity]**
**A _____ [TYPE OF ENTITY]**

By:_____

Print Name:_____

Title:_____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

**THE ASSIGNEE**

By:_____

Print Name:_____

Title:_____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

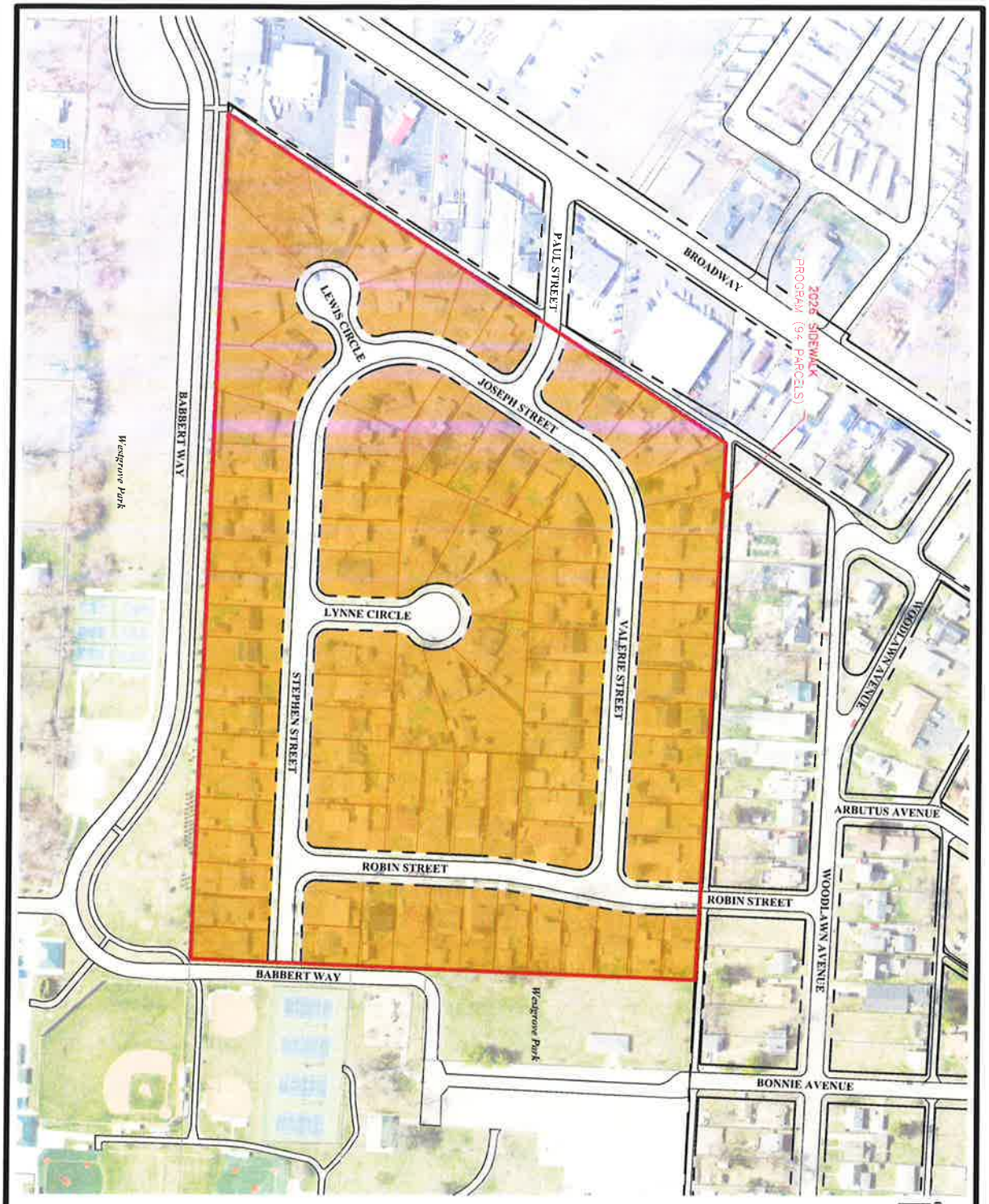
This Agreement is acknowledged by:
**CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

By:_____

Print Name:_____

Title:_____

**[SIGNATURE PAGE TO**
**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**




LEGEND

Parcels within Project Limits

GRAPHIC SCALE

1 inch = 150 feet

0 75 150 300

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

CITY OF GROVE CITY, OHIO

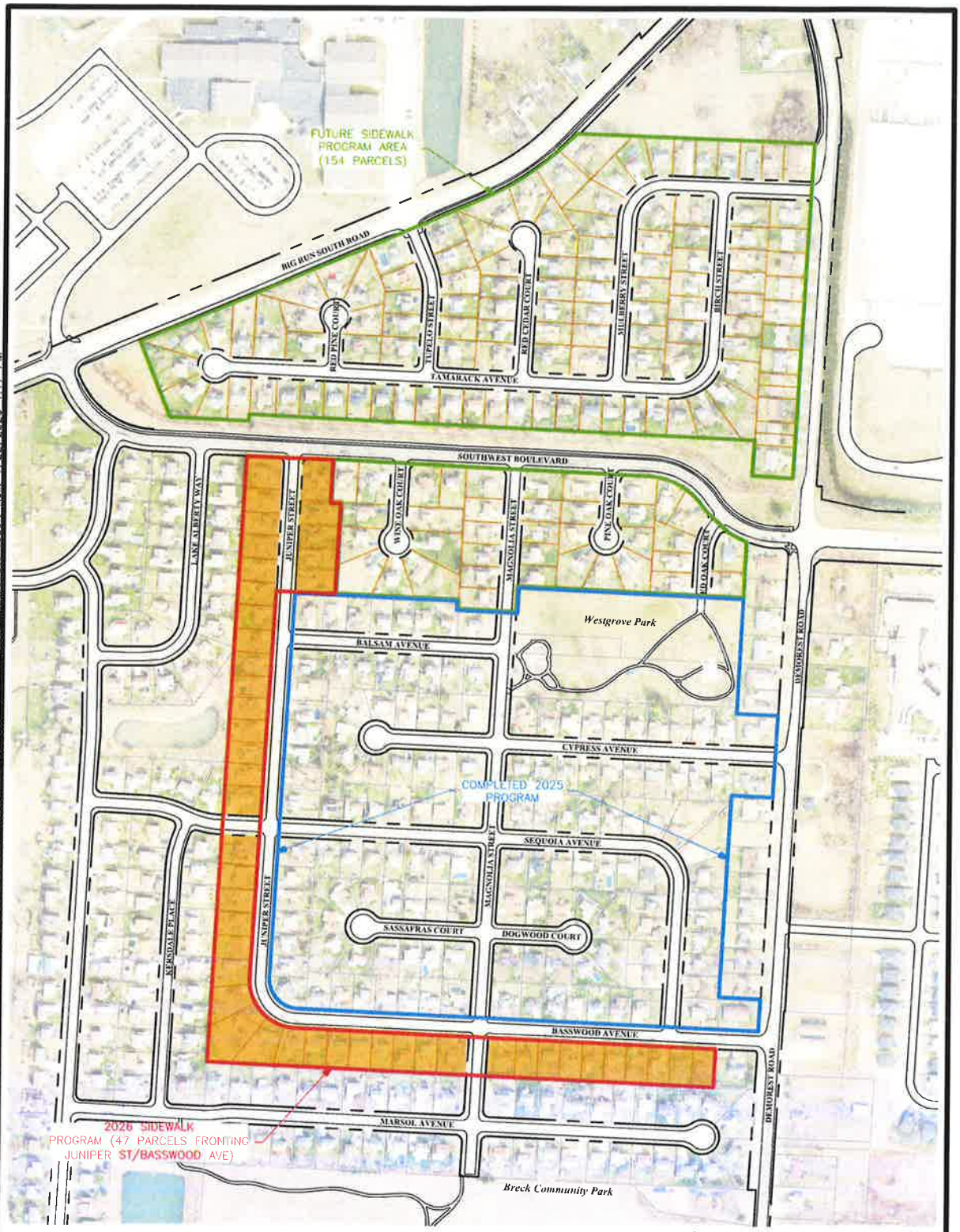
# 2026 Sidewalk Maintenance Program
## EXHIBIT A

DATE: January 2026

SCALE: 1" = 150'

JOB NO.: 2026-0017

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**LEGEND**

Parcels within Project Limits

**GRAPHIC SCALE**

0 150 300 600

1 inch = 300 feet

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
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Phone: 614.775.4500 Toll Free: 888.775.3648
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# 2026 Sidewalk Maintenance Program
## EXHIBIT B

DATE: January 2026

SCALE: 1" = 300'

JOB NO.: 2026-0017

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