

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, June 30, 2026, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer. Marc Rogols, County Administrator, was also in attendance.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from June 23, 2026, with corrections.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Bills Approved for Payment:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated June 30, 2026, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$222,657.59 the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Then and Now Certification Approved for Payment:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated June 30, 2026, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$42,811.96 on the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

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**In the Matter of
Transfer and Reappropriations Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for TRANSFER AND REAPPROPRIATIONS:

**\$52.00 – 2034.620.32.520500 – VOC FEDERAL BWC – Victims of Crime
TO
2034.620.32.520310 – VOC LIFE INSURANCE – Victims of Crime**

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

**In the Matter of
Supplemental Appropriation Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for SUPPLEMENTAL APPROPRIATION:

**\$2,000 – 1001.260.31.530100 – PC SUPPLIES – Probate Court

\$16.72 – 1001.260.31.520310 – PC LIFE INSURANCE – Probate Court**

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

**In the Matter of
Cash Advance Back Approved:**

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for CASH ADVANCE BACK

**\$200.00 – 1001.180.31.520300 – PROS Insurance - Prosecutor
TO
1001.180.30.520310 – PROS Life Insurance - Prosecutor**

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

**In the Matter of
Report Provided by Tim McGinnis:**

The following is a summary of the report provided by Tim McGinnis, Planning and Development:

- Planning Commission: July 14th Agenda
 - Rickenbacker Land Expansion Replat
 - Pickaway County Land Use Plan Discussion
- Outstanding Plats:
 - None
- Lot Splits:
 - 4 approved lot splits in the last week, 9 open applications

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- CDBG
 - Pay App – Williamsport NRG -- \$183,161.39
- County Land Use Plan
- VanTrust Assignment & Assumption Agreements
 - VTRE to COI Park 762 Land, LLC
 - COI Park 762 Land, LLC to COI Park 762 Building 1, LLC

In the Matter of
Report Provided by Robert Adkins:

The following is a summary of the report provided by Robert Adkins, IT Director.

- • SolarWinds renewal
- Clerk of Courts – Intern accounts created
- Working with Mark Tucker to clarify fiber labeling
- Microsoft is having issues preventing our configuration within Azure.
- IDNetworks – Update

Items to follow up on with updates:

- Spectrum account review scheduled for the 30th.
- Deploying SO desktops
- Continue working with the Prosecutors office to replace Desktops/laptops
- 4th District Court of Appeals – no update

In the Matter of
Report Provided by Tiffany Nash:

The following is a summary of the report provided by Tiffany Nash, EMA Director.

- Approvals
 - Spencer Bennett – Contract Extension
- This Week
 - ID Networks Call – 6/29
 - Run Cards Conversation – 6/30
 - Quarterly Transportation Action Coalition – 6/30
 - Unhoused Alliance (Extreme Temp Plan) – 7/1
 - Service Center Drills Planning Meeting – 7/2
 - Columbia Gas Meeting – 7/2
 - 4th of July Support for local events
- Next Week
 - E3 (Sales) Call – 7/6
 - NG911 Update Call – 7/6
 - EM1 Technical Assistance Call – 7/6
 - TVTP Tabletop Exercise – 7/8
 - Behavioral Health Emergency Crisis Response Steering Committee – 7/8
 - Fairfield County LEPC Exercise – 7/0 (Tiff Evaluating)
 - LEPC Meeting – 7/9
 - Extreme Weather Working Group – 7/9
 - ARES Planning Meeting – 7/10
- Programs
 - EMA Operations
 - Fair Update
 - Several weather alerts
 - VIP Planning and Coordination
 - Trailer
 - Radio Caches x2
 - July 4th/250 Events
 - Report from STACC (Homeland Security)

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- Ashville 4th of July Festival
- Williamsport Backwoods Boom
- IPAWS Everbridge outage Friday night to Saturday night
- Coordinating fire and active aggressor drills for the Service Center
 - Working with Chief Thomson and Sheriff Hafey
 - Drill date is August 26th
- Maintenance is replacing/restoring decals on EMA vehicles
- Meeting with several groups to enhance countywide disaster planning
 - Behavioral Crisis (Coleman & PV ADAMH), Faith-based, Social Services, Amateur Radio, Animal Services, National Guard, Utilities
- 911 Coordinator
 - Investigation of two locations in Circleville VOIP 911 calls not routing properly
 - Brown Memorial and Pickaway County Library
- LEPC
 - Received a 30-day report for the Purina site from Contractor
- Radio Programming –
 - Wi-Fi Antenna orders are due this week and next week
 - Dog Warden radio updates
 - Extension of Spencer Bennett's contract
 - Josh's training
- Drone Program
 - No new information
- CERT
 - No new information

In the Matter of
Report Provided by Jeremy Grant:

The following is a summary of the report provided by Jeremy Grant, Dog Warden.

- New Volunteer Application and Manual
- Meet & Greet Room is cleaned out, work order placed for painting
- Break Room is clear of all clutter and ready for use
- Nuisance, Dangerous, Vicious Database is now public on the website
- Obtained new scale from Partner for Paws
- We have now become partners with Pets for Patriots, press release has been provided for future release

In the Matter of
Report Provided by Angela Karr:

The following is a summary of the report provided by Angela Karr, Deputy County Administrator:

- There were Zero (0) BWC claims (2026 = 9) and No (0) unemployment claims filed for the week (2026 = 1).
- Gov Deals –
 - PCSO two old Harley Davidson motorcycles – No Update. Waiting on information on old covert cars being sold. Donation to Airport to replace van.
- Personnel –
 - Four (4) new hire packets have been handed out this week (PCSO), and a total of 27 in 2026.
 - PCSO Hired Matthew Massie for Corrections Officer
- Job openings –
 - P/T Custodian – Posted
 - F/T Custodian – Posted – Two applicants
 - Maintenance Worker – Posted – No Change
 - Highway Maintenance Worker II (Engineer) – Posted
 - Assistant Prosecutor – Juvenile Division (Prosecutor) – Reposted
 - Paralegal (Prosecutor) – Posted

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- Driver License Examiner (Clerk of Courts) - Posted
- Building Department – No update
- Health Insurance –
 - Health & Safety meeting Wednesday, July 15, finalizing Luncheon details
- Miscellaneous –
 - Letter from Sue Moore – Referendum Petition on Resolution 06-2026 & Letter of Opposition
 - BOE – Pay Raises “Thank You”
 - Sarah Turner – Unclaimed funds to County. How to claim to place in general fund (per office or whole)
 - 2026 Human Resources Training for Elected Officials & Department Heads set for August 27th, 10:00am – 12:00pm

In the Matter of
Executive Session:

At 10:05 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with Marc Rogols, County Administrator, Angela Karr, Deputy County Administrator, and Adrienne Kuhn, Acting Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

At 10:15 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

No Action taken.

In the Matter of
Report Provided by Sheriff Hafey:

The following is a summary of the report provided by Sheriff Hafey, Pickaway County Sheriff.

- 2-week notice given from Deputy Cooper
- Expecting heat related emergencies this week due to extreme heat index
- Going to 12-hr shifts starting July 5th
- No major incidents reported from the County Fair
- New corrections officer has started work in the jail

In the Matter of
Spencer Bennett, Scioto TWP Fire
CAD Update:

Assistant Chief Spencer Bennett provided an update on the ID Networks project, specifically the run cards. He shared that the scheduled call with Doug Blenman Jr yesterday was cancelled due to him and Helen being at a conference in Columbus. However, a call with another member of ID Networks and local agencies was conducted instead. A.C. Bennett and Captain Phil Relli identified an error in the return data which was corrected and sent back to Doug and Helen. There has been no discussion of a completion date or timeline.

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Conversations with ID Networks allude to setting up a testing environment soon. The EMA office was discussed as a possible testing location. A.C. Bennett asked the Sheriff's Office if he could attend the training for their office for understanding and better coordination which was agreed upon. When Fire/EMS services are ready for training, the Fire Chiefs want to send a "mega user" and several "super users" so that not all staff need training but there would be enough informed users available to reduce support calls to ID Networks and the Sheriff's Office.

In the Matter of
CEBCO with Justin Grant
And Rachel Bishop First
Quarter Review:

The following is a summary of the First Quarter Review provided by Justin Grant and Rachel Bishop of CEBCO:

Rachel Bishop and Justin Grant of CEBCO met with Commissioners today to give the first Quarter Review and to inform the Board that Rachel would be taking over from Justin Grant as the Rep for the Central Ohio Region. Ms. Bishop and Mr. Grant discussed the overall Medical Performance for the county with the total medical cost, overall cost and utilization totals, and savings opportunities. Ms. Bishop and Mr. Grant also discussed sending out information for resources and programs to benefit those with top reported conditions and diagnoses.

In the Matter of
County Administrator Report:

The following is a summary of the report provided by Mark Rogols, County Administrator:

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- Building Department –
 - Amish Incident – Residential Build
 - Park District – Vault toilet at Canal Park / Permit fee (\$250.00)
 - Received plans – Seven (7) buildings / behind Ollies
 - 6 12-unit apartment buildings / 1 community building
 - \$130,000 permit fees / signed city agreement
 - Circleville signed 10% residential agreement
- Health Insurance – No Change
 - Matt Schoeppe (Wilson Partners) continues working on proposal for life / disability change entering on AFLAC to combine with benefits
- Insurance – No Change
 - Lorenzo vs. JFS (Federal Court) No Change – litigation pending
- Dog Shelter –
 - Meeting w/ Jeremy on 7/20 (Monday)
- Maintenance – No report
- Engineer's Office – No Change
 - Continue working with Chris & representatives from DRC
 - Sanitary at PCI Prison – no billing since 2018
 - Researching "Jed Tax" / administered by Grove City & TWC Created
- BWC / Sedgwick –
 - Completed filing of summary of work-related injuries and illnesses from 300AP.
- Fairgrounds –
 - Multipurpose Building bid opening delayed. No date set.
- Miscellaneous –
 - Palmer Energy Report 6/25/26.
 - Scheduling meeting with John Payne – Incentive Agreement Update Pending
 - Tattoo (appearance) Policy & Procedure
 - Written – then submitted to Jacob Booth (Clemens Nelson) – Approved
 - Pending Elected Officials Meeting on 7/15/2026\

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- Detillion fixed Airport fence (\$1,448.00)
- Meeting with Jessica Korn (Maximus) on 7/8/2026 with Crystal Fisher
 - VIP Voucher familiarization
- PCSO & CRC Window & door project meeting – additional funds (7/1/2026)
- Public Defenders report – we are required to complete
- State Auditor – Dog Bite settlements
- GovDeals – No report

In the Matter of
Increase from \$5,000 to \$10,000 for
Capital Expenditures Depreciation For
Pickaway County Jobs and Family Services:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the County Depreciation cost of \$5000 to \$10,000. According to ODJFS the federal rule now states that depreciation only needs to be done for cost \$10,000 or over. It would help Jobs and Family Services to purchase larger equipment when they have funds unused at the end of the fiscal year.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Accurate Mechanical
Quote To Replace Carrier Chiller
At Service Center:

The Commissioners reviewed a quote submitted by Accurate Mechanical in the amount of \$3,950.00 to replace the Carrier Chiller at the Pickaway County Service Center located at 110 Island Rd. in Circleville. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to quote in the amount of \$3,950.00.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Purchase of Parr Protective Vests for
Pickaway County Dog Shelter and
Emergency Management Agency:

The Commissioners reviewed a quote submitted by Parr Public Safety Equipment in the amount of \$7,029.33 to purchase protective vests to be worn by Pickaway County Dog Shelter and Emergency Management Agency employees. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to quote in the amount of \$7,029.33.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Purchase of Versaterm Software Subscription and
Training For Body Worn Cameras for
Pickaway County Dog Shelter and

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Emergency Management Agency:

The Commissioners reviewed a quote submitted by Versaterm Public Safety US in the amount of \$3,850.00 to purchase Visual Labs Software Subscription for body worn cameras and subsequent training to be used by Pickaway County Dog Shelter and Emergency Management Agency employees. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to quote in the amount of \$3,850.00.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
JFS Anticipated Out of County Travel
For July 2026:

The Commissioners reviewed and signed the Out-of-County Travel Authorization for numerous Job & Family Services employees to attend various meetings, training sessions, and to conduct home visitations throughout the month of July 2026, at the total probable cost of \$2,067.72. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the JFS Out-of-County Travel Authorization.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Pickaway County Engineer's Authorization Request
To Advertise Bids For 2026 Pickaway County
Pavement Marking Program:

Anthony Neff, Deputy County Engineer, requested authorization to advertise to receive bids for the 2026 Pickaway County Pavement Marking Program. Upon review, Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve and authorize the County Engineer to advertise for bids for the 2026 Pickaway County Pavement Marking Program. The Engineer's estimate for the project is \$294,130.59.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Amendment to Independent
Contractor Agreement for Spencer Bennett
To January 1, 2027:

Due to ongoing radio work needed in Pickaway County, the Pickaway County Commissioners' Office is extending the contract for Spencer Bennett's work until January 1, 2027. This is for ongoing work with link layer, encryption and safety work. This contract will be reviewed again prior to its expiration to assess further extension.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

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**In the Matter of
SolarWinds Renewal for
IT Department:**

The Commissioners reviewed a quote submitted by SolarWinds in the amount of \$528.47 to renew Pickaway County's subscription with the company. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to quote in the amount of \$528.47.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

**In the Matter of
Resolution Approving and Consenting
To An Assignment and Assumption Agreement
By and Among the County of Pickaway, Ohio,
VRTE Development, LLC, and COI Park 762
Land, LLC, in Connection with The Pickaway
County Northern Industrial Area Community
Reinvestment Area Agreement:**

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No: PC-063026-47

A RESOLUTION APPROVING AND CONSENTING TO AN ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG THE COUNTY OF PICKAWAY, OHIO, VTRE DEVELOPMENT, LLC, AND COI PARK 762 LAND, LLC, IN CONNECTION WITH THE PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Section 3735.66, this Board of County Commissioners (the "Board") of Pickaway County, Ohio (the "County") adopted a resolution on July 10, 2006 designating the area specified therein as the "Northern Industrial Community Reinvestment Area" (the "Northern Industrial CRA") and authorized real property tax exemptions for industrial buildings and related site improvements, which designation was approved by the Ohio Director of Development on October 22, 2008; and,

WHEREAS, effective November 11, 2022 , the County and VTRE Development, LLC, an Ohio limited liability company (the "Assignor") entered into a certain Community Reinvestment Area Agreement (the "CRA Agreement") relating to the development of a series of distribution, e-commerce, fulfillment, warehousing, logistics, packing, light manufacturing, or similar industrial facilities and related site improvements (the "Project") on the Project Site, as more particularly defined in the CRA Agreement, a copy of which is attached hereto as Exhibit B of the Assignment Agreement (defined herein); and,

WHEREAS, by virtue of that certain limited warranty deed recorded in the land records of the Pickaway County Recorder as instrument number 20220007224, on September 28, 2022 (the "Transfer Date") the Assignor conveyed to COI Park 762 Land, LLC, an Ohio limited liability company and Affiliate of the Developer (as defined in the CRA Agreement) (the "Assignee"), all of the Project Site, including the Project at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); and,

WHEREAS, in connection with the conveyance of the Transferred Property by the Assignor to the Assignee, the Assignee wishes to assume the rights and obligations of the Assignor under the CRA Agreement with respect to the Transferred Property, effective on the Transfer Date, as more particularly set forth in the Assignment Agreement; and,

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WHEREAS, the Assignment Agreement provides that, from and after the Transfer Date, the Assignor will assign, and the Assignee will assume the applicable obligations, agreements, covenants, restrictions, benefits, entitlements, and rights under the CRA Agreement with respect to the Transferred Property; and,

WHEREAS, Section 16 of the CRA Agreement provides that the CRA Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed, and further provides that the County shall not withhold approval of such transfer or assignment so long as the applicable assignor files with the County an assumption agreement substantially in the form attached to the CRA Agreement; and,

WHEREAS, this Board now desires to approve and consent to the Assignment Agreement, substantially in the form attached hereto as Exhibit A, and to authorize the appropriate officials of the County to execute and deliver the Assignment Agreement and such related documents as may be necessary or appropriate to carry out the intent of this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF PICKAWAY, STATE OF OHIO, THAT:

Section 1. This Board hereby approves and consents to the Assignment Agreement by and among the County, the Assignor, and the Assignee, substantially in the form attached hereto as Exhibit A, together with such changes or amendments thereto that are not inconsistent with this Resolution and not materially adverse to the County, as determined by the County Administrator, the Clerk of this Board, the County Prosecutor, special counsel to the County, or other appropriate County officials.

Section 2. This Board hereby authorizes and directs the County Administrator, the Clerk of this Board, their designees, and other appropriate officers or representatives of the County to execute and deliver, on behalf of the County, the Assignment Agreement and any related instruments, agreements, certificates, notices, forms, or other documents, and to take such further actions as may be necessary or appropriate in order to carry out the intent of this Resolution and the Assignment Agreement. Such documents shall be in a form not substantially inconsistent with the terms of this Resolution, as the executing officials shall deem necessary or appropriate, as evidenced by their signature thereon.

Section 3. This Board hereby finds and determines that the approval and consent granted by this Resolution satisfy the express written approval requirements of Section 16 of the Amended and Restated CRA Agreement with respect to the assignment and assumption contemplated by the Assignment Agreement.

Section 4. The Clerk of this Board is hereby authorized and directed to maintain a copy of this Resolution and the Assignment Agreement with the records of this Board and to forward copies of this Resolution and/or the executed Assignment Agreement to such parties and public officials as may be necessary or appropriate, including the Assignor, the Assignee, the Pickaway County Auditor, and any other person or entity as directed by the County Administrator or other appropriate County officials.

Section 5. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including R.C. Section 121.22.

Section 6. This Resolution shall take effect and be in full force immediately upon its passage and approval and shall be effective at the earliest date allowed by law.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

**In the Matter of
Resolution Approving and Consenting to a
Partial Assignment and Assumption
Agreement By and Among the County Of
Pickaway, Ohio, COI Park 762 Land, LLC,
And COI Park 762 Building 1, LLC, In Connection
With the Pickaway County Northern Industrial Area
Community Reinvestment Area Agreement:**

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Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No: PC-063026-48

A RESOLUTION APPROVING AND CONSENTING TO A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND AMONG THE COUNTY OF PICKAWAY, OHIO, COI PARK 762 LAND, LLC, AND COI PARK 762 BUILDING 1, LLC, IN CONNECTION WITH THE PICKAWAY COUNTY NORTHERN INDUSTRIAL AREA COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.66, this Board of County Commissioners (the “Board”) of Pickaway County, Ohio (the “County”) adopted a resolution on July 10, 2006 designating the area specified therein as the “Northern Industrial Community Reinvestment Area” (the “Northern Industrial CRA”) and authorized real property tax exemptions for industrial buildings and related site improvements, which designation was approved by the Ohio Director of Development on October 22, 2008; and,

WHEREAS, effective November 11, 2022, the County and VTRE Development, LLC, an Ohio limited liability company (the “Developer”) entered into a certain Community Reinvestment Area Agreement relating to the development of a series of distribution, e-commerce, fulfillment, warehousing, logistics, packing, light manufacturing, or similar industrial facilities and related site improvements (the “Project”) on the Project Site, as more particularly defined in the CRA Agreement, a copy of which is attached hereto as Exhibit B of the Partial Assignment Agreement (defined herein); and,

WHEREAS, pursuant to Resolution No. PC-_____, the County, the Developer, and COI Park 762 Land, LLC, an Ohio limited liability company and Affiliate of the Developer (as defined in the CRA Agreement) (the “Assignor”) entered into that certain “Assignment and Assumption Agreement” dated _____, 2026; and,

WHEREAS, pursuant to the Assignment and Assumption Agreement, approved and acknowledged by the County, the Developer assigned the benefits and obligations under the CRA Agreement to the Assignor; and,

WHEREAS, the Assignor has conveyed or intends to convey a portion of the Project Site to COI Park 762 Building 1, LLC, an Ohio limited liability company (the “Assignee”), which portion is described in the Partial Assignment and Assumption Agreement attached hereto as Exhibit A (the “Partial Assignment Agreement”) as the “Transferred Property”; and,

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to the Assignee, the Assignee wishes to assume the rights and obligations of the Assignor under the CRA Agreement and the Assignment and Assumption Agreement with respect to the Transferred Property, from and after the Effective Date, as more particularly set forth in the Partial Assignment Agreement; and,

WHEREAS, the Partial Assignment Agreement provides that, from and after the Effective Date, the Assignor will assign, and the Assignee will assume, the applicable obligations, agreements, covenants, restrictions, benefits, entitlements, and rights under the CRA Agreement with respect to the Transferred Property; and,

WHEREAS, Section 16 of the CRA Agreement provides that the CRA Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed, and further provides that the County shall not withhold approval of such transfer or assignment so long as the applicable assignor files with the County an assumption agreement substantially in the form attached to the CRA Agreement; and,

WHEREAS, this Board now desires to approve and consent to the Assignment Agreement, substantially in the form attached hereto as Exhibit A, and to authorize the appropriate officials of the County to execute and deliver the Assignment Agreement and such related documents as may be necessary or appropriate to carry out the intent of this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF PICKAWAY, STATE OF OHIO, THAT:

Section 1. This Board hereby approves and consents to the Partial Assignment Agreement by and among the County, the Assignor, and the Assignee, substantially in the form attached hereto as Exhibit A,

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together with such changes or amendments thereto that are not inconsistent with this Resolution and not materially adverse to the County, as determined by the County Administrator, the Clerk of this Board, the County Prosecutor, special counsel to the County, or other appropriate County officials.

Section 2. This Board hereby authorizes and directs the County Administrator, the Clerk of this Board, their designees, and other appropriate officers or representatives of the County to execute and deliver, on behalf of the County, the Assignment Agreement and any related instruments, agreements, certificates, notices, forms, or other documents, and to take such further actions as may be necessary or appropriate in order to carry out the intent of this Resolution and the Partial Assignment Agreement. Such documents shall be in a form not substantially inconsistent with the terms of this Resolution, as the executing officials shall deem necessary or appropriate, as evidenced by their signature thereon.

Section 3. This Board hereby finds and determines that the approval and consent granted by this Resolution satisfy the express written approval requirements of Section 16 of the CRA Agreement with respect to the assignment and assumption contemplated by the Partial Assignment Agreement.

Section 4. The Clerk of this Board is hereby authorized and directed to maintain a copy of this Resolution and the Partial Assignment Agreement with the records of this Board and to forward copies of this Resolution and/or the executed Partial Assignment Agreement to such parties and public officials as may be necessary or appropriate, including the Assignor, the Assignee, the Pickaway County Auditor, and any other person or entity as directed by the County Administrator or other appropriate County officials.

Section 5. This Board hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with law, including R.C. Section 121.22.

Section 6. This Resolution shall take effect and be in full force immediately upon its passage and approval and shall be effective at the earliest date allowed by law.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
VTRE CRA Assignment
And Assumption Agreement
To COI Park 762 Land LLC:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No: PC-063026-49

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Agreement”) is made and entered into by and between VTRE Development, LLC, an Ohio limited liability company (“Assignor”), and COI Park 762 Land, LLC (“Assignee”), an Ohio limited liability company, effective on the date on which this Agreement is executed by the last to execute of Assignor and Assignee (the “Effective Date”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Pickaway County Northern Community Reinvestment Area Agreement dated November 11, 2022 (the “CRA Agreement”), between Assignor and the County of Pickaway, Ohio (the “County”), a political subdivision duly organized and validly existing under the constitution and laws of the State.

WITNESSETH:

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the County has by a resolution adopted July 10, 2006 (the “CRA Resolution”), designated the area specified in that CRA Resolution as the “Northern Industrial Community Reinvestment Area” and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on October 22, 2008; and

TUESDAY, JUNE 30, 2026
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WHEREAS, Assignor and the County entered into the CRA Agreement, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Assignee, an Affiliate of Assignor, acquired fee ownership of the Project Site by limited warranty deed recorded in the land records of the Pickaway County Recorder as instrument number 20220007224, on September 28, 2022; and

WHEREAS, Assignee wishes to obtain the benefits of Assignor under the CRA Agreement with respect to the Project Site generally depicted on Exhibit A attached hereto and made a part hereof, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to Assignee on the terms set forth in the CRA Agreement so long as Assignee executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by Assignee from the execution hereof, the parties hereto agree as follows:

1. From and after the Effective Date, Assignor hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by Assignor with respect to the Project Site, and (b) all of the benefits of the CRA Agreement with respect to the Project Site. From and after the Effective Date, 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 CRA Agreement to be performed and observed by Assignor with respect to the Project Site; and (ii) certifies to the validity, as to Assignee as of the Effective Date, of the representations, warranties and covenants made by Assignor contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Sections 1-3 (description of the project), Section 4 (employment positions), Section 5 (provision of information), Section 6 (real property tax exemption), Section 7 (application for exemption) Section 8 (payment of non-exempt taxes), Section 11 (certification as to no delinquent taxes), Section 12 (termination, suspension or modification upon default, Section 14 (non-discriminatory hiring) and Section 22 (covenant as to no false statements and no payments to State past due) and Section 23 (annual fee requirements). In addition, to supplement Sections 1-4 and to provide detailed investment and job creation estimates, Assignee estimates that there will be created on the Project Site approximately 300 to 400 full-time permanent employees and that the total cost of construction of its portion of the Project exceeds \$180,000,000. The estimates provided in this Section 1 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 this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project Site may increase or decrease significantly and that all employees at the Project Site will be hired by Occupants or Owners other than Assignee. Assignee, to the extent it has job postings, agrees to timely provide all job posting to the County's Jobs Program office for hiring employees to fill new full-time and part-time positions of Assignee to ensure that County residents are given a fair opportunity to apply for these employment opportunities. Assignee currently has zero (0) employees in the State of Ohio.

2. The County acknowledges through the date of its execution of this Agreement that the CRA Agreement is in full force and effect, and hereby waives any and all failures by Assignor or anyone else with regard to compliance with the obligations of the CRA Agreement through that date.

3. Assignee further certifies that, as of the date it is executing this Agreement and as of the Effective Date, as required by R.C. Section 3735.671(C), (i) Assignee is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the five 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 R.C. Section 3735.671(C).

4. The County agrees that, from and after the Effective Date, with respect to the Project Site, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if Assignee had been an original signatory to the CRA Agreement.

**TUESDAY, JUNE 30, 2026
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PICKAWAY COUNTY, OHIO**

5. The parties acknowledge and agree that from and after the Effective Date, Assignor is released from any and all liability under the CRA Agreement with respect to the Project Site.

6. Notices to Assignee with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

COI Park 762 Land, LLC
c/o VTRE Development, LLC
955 Yard Street, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks

With copies to:

VanTrust Real Estate, LLC
14747 N. Northsight Blvd., Suite 111-431
Scottsdale, AZ 85260
Attention: Jeff S. Smith

Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
Attention: Christopher J. Knezevic

**EXHIBIT A
TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT**

PROJECT SITE

The Project Site is the real estate situated in the Township of Harrison, County of Pickaway, State of Ohio, identified by the Pickaway County Auditor for tax year 2025 as parcel number D1200030021700 as the same may be split, combined, recombined or renumbered from time-to-time. A depiction of the Project Site is below.

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

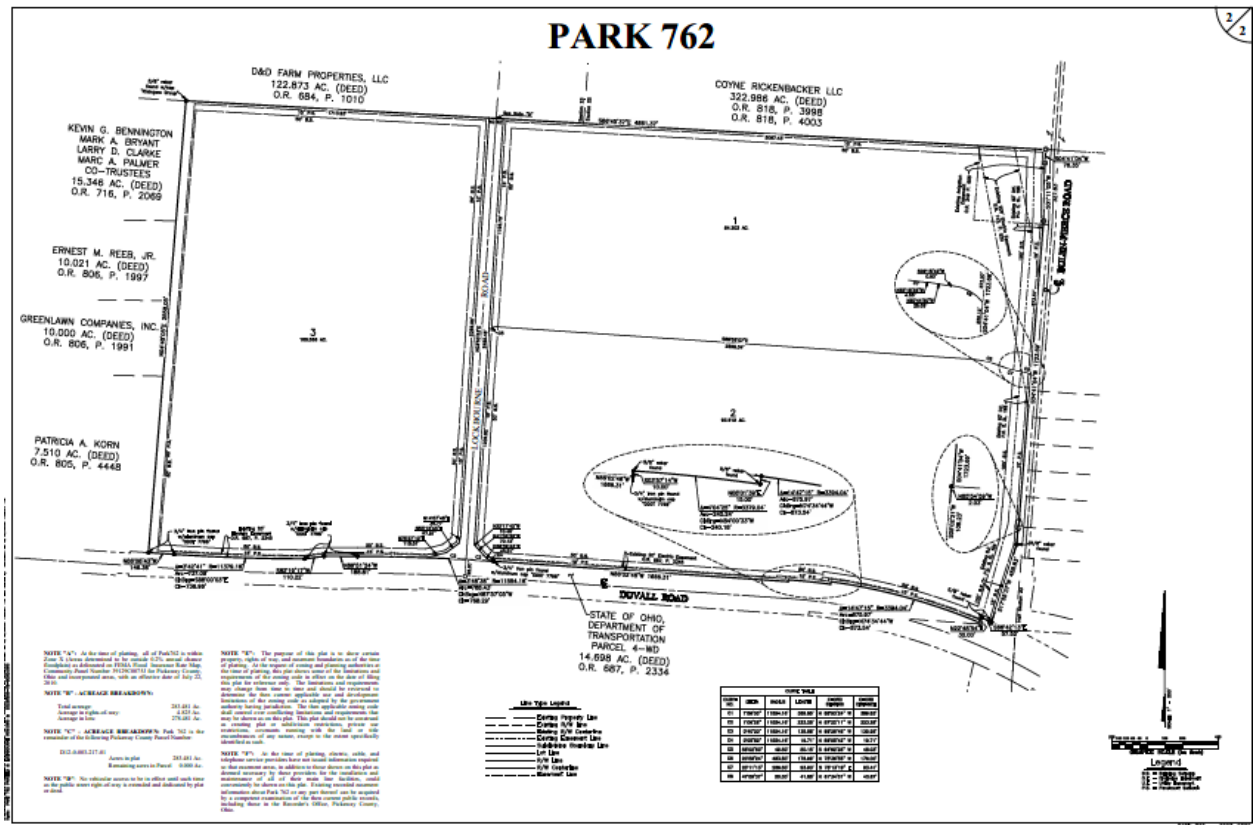


EXHIBIT B
TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT
CRA AGREEMENT

[to be attached]

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
VTRE CRA Partial
Assignment and Assumption
Agreement to COI Park 762
Building 1 LLC:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No: PC-063026-50

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This **PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Agreement”) is made and entered into by and between COI Park 762 Land, LLC, an Ohio limited liability company (“Assignor”), and COI Park 762 Building 1, LLC (“Assignee”), an Ohio limited liability company, effective on the date on which this Agreement is executed by the last to execute of Assignor and Assignee (the “Effective Date”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Pickaway County Northern Community Reinvestment Area Agreement dated November 11, 2022 (the “CRA Agreement”), between VTRE Development, LLC (the “Original Developer”) and the County of Pickaway, Ohio (the “County”), a political subdivision duly organized and validly existing under the constitution and laws of the State.

WITNESSETH:

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

WHEREAS, pursuant to Section 3735.66 of the Ohio Revised Code, the County has by a resolution adopted July 10, 2006 (the “CRA Resolution”), designated the area specified in that CRA Resolution as the “Northern Industrial Community Reinvestment Area” and authorized real property tax exemptions for industrial buildings and related site improvements, and that designation was approved by the Ohio Director of Development on October 22, 2008; and

WHEREAS, the Original Developer and the County entered into the CRA Agreement , a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Assignor, an Affiliate of the Original Developer, acquired fee ownership of the Project Site, and the Original Developer assigned the CRA Agreement to the Assignor pursuant to an Assignment and Assumption Agreement dated [____], a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the Assignor intends to convey or has conveyed a portion of the Project Site (such transferred property, as depicted in Exhibit A attached hereto, may be referred to hereinafter as the “Transferred Property”) to Assignee, an Affiliate of the Assignor and the Original Developer; and

WHEREAS, Assignee wishes to obtain the benefits of Assignor under the CRA Agreement with respect to the Transferred Property generally depicted on Exhibit A attached hereto and made a part hereof, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to Assignee on the terms set forth in the CRA Agreement so long as Assignee executes this Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 16 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by Assignee from the execution hereof, the parties hereto agree as follows:

1. From and after the Effective Date, Assignor hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by Assignor with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Effective Date, 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 CRA Agreement to be performed and observed by Assignor with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the Effective Date, of the representations, warranties and covenants made by Assignor contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Sections 1-3 (description of the project), Section 4 (employment positions), Section 5 (provision of information), Section 6 (real property tax exemption), Section 7 (application for exemption) Section 8 (payment of non-exempt taxes), Section 11 (certification as to no delinquent taxes), Section 12(termination, suspension or modification upon default, Section 14 (non-discriminatory hiring) and Section 22 (covenant as to no false statements and no payments to State past due) and Section 23 (annual fee requirements). In addition, to supplement Sections 1-4 and to provide detailed investment and job creation estimates, Assignee estimates that there will be created on the Transferred Property approximately 91-122 full-time permanent employees and that the total cost of construction of its portion of the Project exceeds \$54,486,000. The estimates provided in this Section 1 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 this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Transferred Property may increase or decrease significantly and that all employees at the Transferred Property will be hired by Occupants or Owners other than Assignee. Assignee, to the extent is has job postings, agrees to timely provide all job posting to the County’s Jobs Program office for hiring employees to fill new full-time and part-time positions of Assignee to ensure that County residents are given a fair opportunity to apply for these employment opportunities. Assignee currently has zero (0) employees in the State of Ohio.

2. The County acknowledges through the date of its execution of this Agreement that the CRA Agreement is in full force and effect, and hereby waives any and all failures by Assignor or anyone else with regard to compliance with the obligations of the CRA Agreement through that date.

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

3. Assignee further certifies that, as of the date it is executing this Agreement and as of the Effective Date, as required by R.C. Section 3735.671(C), (i) Assignee is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the five 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 R.C. Section 3735.671(C).

4. The County agrees that, from and after the Effective Date, with respect to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations under the CRA Agreement, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if Assignee had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Effective Date, Assignor is released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to Assignee with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

COI Park 762 Building 1, LLC
c/o VTRE Development, LLC
955 Yard Street, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks

With copies to:

VanTrust Real Estate, LLC
14747 N. Northsight Blvd., Suite 111-431
Scottsdale, AZ 85260
Attention: Jeff S. Smith

Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, OH 43215
Attention: Christopher J. Knezevic

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSFERRED PROPERTY

The Transferred Property is known as Lot 1 as platted in the Plat of the Park 762 Subdivision, recorded in Plat Book 6, Page 34 on May 27, 2026 in the records of the Pickaway County Recorder as instrument number 202600003488 and in the depiction below

PARK 762

Parcel 1: 14.698 AC, owned by COTY RICKENBACKER LLC, 352.886 AC. (DEED) O.R. 818, P. 3988 O.R. 818, P. 4003

Parcel 2: 14.698 AC, owned by STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, PARCEL 4-WD 14.698 AC. (DEED) O.R. 687, P. 2334

Parcel 3: 15.348 AC, owned by KEVIN G. RENNINGTON, MARK A. BRYANT, LARRY D. CLARKE, MARC A. PALMER, CO-TRUSTEES, 15.348 AC. (DEED) O.R. 716, P. 2066

Other Owners: ERNEST M. REEB, JR. 10.021 AC. (DEED) O.R. 806, P. 1997; GREENLAWN COMPANIES, INC. 10.000 AC. (DEED) O.R. 806, P. 1991; PATRICIA A. KORN 7.510 AC. (DEED) O.R. 805, P. 4448

Legend:

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- 100" Easement

Table:

Parcel	Area	Owner	Deed	Page
1	14.698 AC	COTY RICKENBACKER LLC	O.R. 818, P. 3988	O.R. 818, P. 4003
2	14.698 AC	STATE OF OHIO, DEPARTMENT OF TRANSPORTATION	PARCEL 4-WD 14.698 AC. (DEED)	O.R. 687, P. 2334
3	15.348 AC	KEVIN G. RENNINGTON, MARK A. BRYANT, LARRY D. CLARKE, MARC A. PALMER, CO-TRUSTEES	15.348 AC. (DEED)	O.R. 716, P. 2066

[to be attached]

[to be attached

Attest: Adrienne Kuhn, Acting Clerk

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Resolution No: PC-063026-51

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “Agreement”) is made and entered by and between Pickaway County, Ohio, a county formed and existing under the laws of the State of Ohio (the “County”), COI Park 762 Land, LLC, an Ohio limited liability company (“Assignee”), VTRE Development, LLC, an Ohio limited liability company (“Assignor”), and the Teays Valley School District (“Teays Valley”) related to the Compensation Agreement dated July 25, 2022 by and between Assignor, the County and Teays Valley (“Compensation Agreement”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Compensation Agreement.

WITNESSETH THAT:

WHEREAS, the Board of Education on July 25, 2022 adopted a resolution (the “Teays Valley Resolution”) approving the CRA Agreement and the related Compensation Agreement, both of which were thereafter executed by Assignor; and

WHEREAS, Assignee, an affiliate of Assignor, acquired the Property, as depicted in Exhibit A attached hereto; and

WHEREAS, Assignee wishes to assume the rights and obligations of Assignor under the Compensation Agreement with respect to the Property, effective on the date on which this Agreement is executed by the last to execute of Assignor and Assignee (the “Effective Date”); and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Compensation 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 Effective Date, Assignee hereby 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 Compensation Agreement to be performed and observed by the Owner with respect to the Property.
2. Assignee certifies that Assignee is not (i) a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the Effective Date, or (ii) 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 R.C. Section 3735.671(C).
3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in R.C. Chapter 3517, including, but not limited to, divisions (I) and (J) of R.C. Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of R.C. Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the Teays Valley Resolution, Teays Valley and Assignor approved and created a Compensation Agreement that provides for specific payments from Assignee to Teays Valley in compensation for the award of economic development incentives for the Project.
4. Teays Valley agrees that, from and after the Effective Date, as to the Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an “Owner” under the Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of Teays Valley not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee.
5. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley:

Teays Valley Local School District
385 Circleville Avenue
Ashville, Ohio 43103
Attn: Treasurer

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

If to Assignee:

COI Park 762 Land, LLC
c/o VanTrust Real Estate, LLC
955 Yard Street, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks
VanTrust Real Estate, LLC
Attn. Jeff S. Smith
14747 N. Northsight Blvd., Suite 100
Scottsdale, Arizona 85260

With copies to:

Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, Ohio 43215

And to:

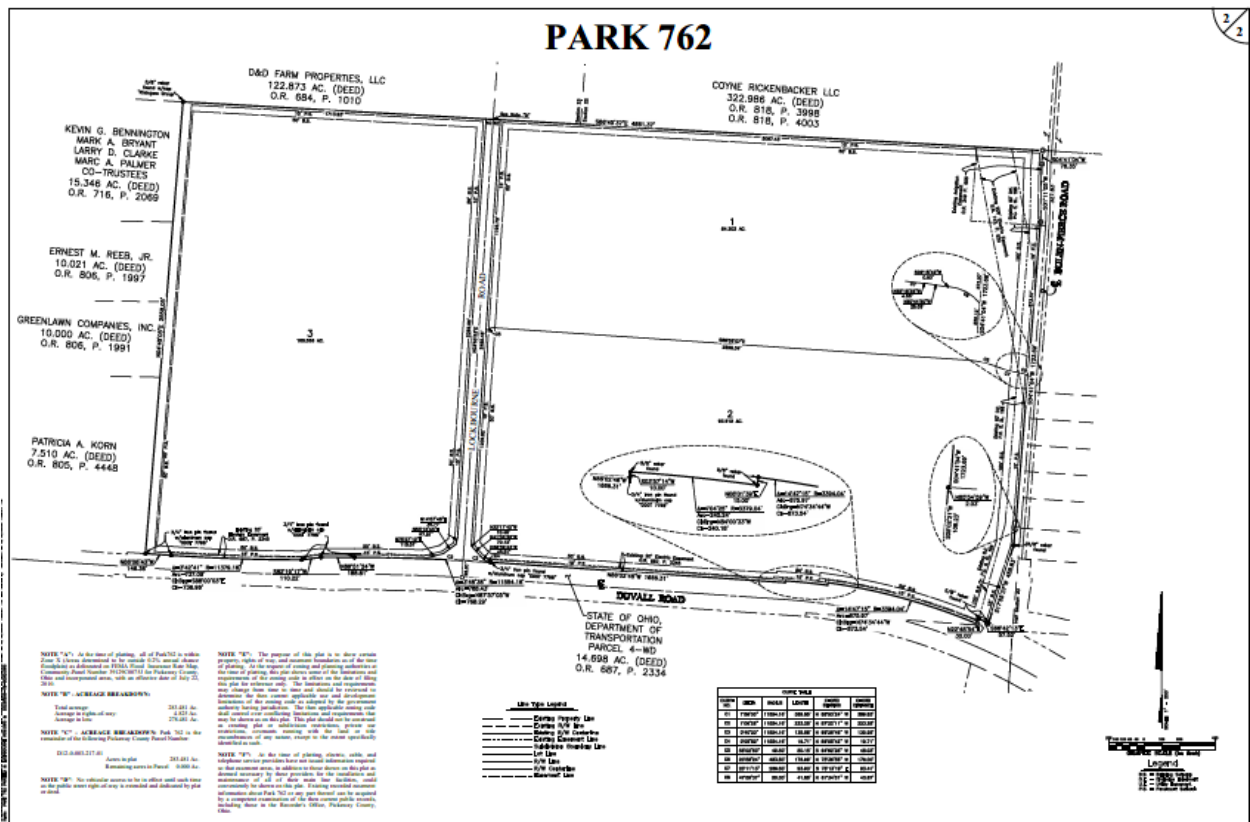
6. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Property.

7. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

TRANSFERRED PROPERTY

The Project Site is the real estate situated in the Township of Harrison, County of Pickaway, State of Ohio, identified by the Pickaway County Auditor for tax year 2025 as parcel number D1200030021700 as the same may be split, combined, recombined or renumbered from time-to-time. A depiction of the Project Site is below.



TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Teays Valley Local
School District Compensation
Agreement Partial Assignment to COI
Park 762 Building LLC:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

Resolution No: PC-063026-52

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered by and between Pickaway County, Ohio, a county formed and existing under the laws of the State of Ohio (the “County”), COI Park 762 Land, LLC, an Ohio limited liability company (“Assignor”), COI Park 762 Building 1, LLC, an Ohio limited liability company, an Ohio limited liability company (“Assignee”), and the Teays Valley School District (“Teays Valley”) related to the Compensation Agreement dated July 25, 2022 by and between VTRE Development, LLC (the “Original Developer”), the County and Teays Valley (“Compensation Agreement”). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Compensation Agreement.

WITNESSETH THAT:

WHEREAS, the Board of Education on July 25, 2022 adopted a resolution (the “Teays Valley Resolution”) approving the CRA Agreement and the related Compensation Agreement, both of which were thereafter executed by the Original Developer, a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Assignor, an Affiliate of the Original Developer, acquired the Property, and the Original Developer assigned the Compensation Agreement to the Assignor pursuant to an Assignment and Assumption Agreement, a copy of which is attached hereto as Exhibit C and made a part hereof; and

WHEREAS, the Assignor intends to convey or has conveyed a portion of the Property (such transferred property, as depicted in Exhibit A attached hereto, may be referred to hereinafter as the “Transferred Property”) to Assignee, an Affiliate of the Assignor and the Original Developer; and

WHEREAS, Assignee wishes to assume the rights and obligations of Assignor under the Compensation Agreement with respect to the Transferred Property, effective on the date on which this Agreement is executed by the last to execute of Assignor and Assignee (the “Effective Date”); and

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

4. From and after the Effective Date, Assignee hereby 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 Compensation Agreement to be performed and observed by the Owner with respect to the Transferred Property.

5. Assignee certifies that Assignee is not (i) a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure Assignee has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the Effective Date, or (ii) a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(C).

6. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in R.C. Chapter 3517, including, but not limited to, divisions (I) and (J) of R.C. Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of R.C. Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the Teays Valley Resolution, Teays Valley and Assignor approved and created a Compensation Agreement that provides for specific payments from Assignee to Teays Valley in compensation for the award of economic development incentives for the Project.

8. Teays Valley 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 Compensation Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory to the Compensation Agreement, including, but not limited to, the commitment of Teays Valley not to terminate or modify the terms of the Compensation Agreement without the consent of Assignee.

9. Notices with respect to this Agreement shall be addressed as follows:

If to Teays Valley: Teays Valley Local School District
385 Circleville Avenue
Ashville, Ohio 43103
Attn: Treasurer

If to Assignee: COI Park 762 Building 1, LLC
c/o VanTrust Real Estate, LLC
955 Yard Street, Suite 100
Columbus, Ohio 43212
Attention: Andrew R. Weeks

With copies to: VanTrust Real Estate, LLC
Attn. Jeff S. Smith
14747 N. Northsight Blvd., Suite 111-431
Scottsdale, Arizona 85260

And to: Scott J. Ziance, Esq.
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street
Columbus, Ohio 43215

10. From and after the Effective Date, Assignor is released from all liability under the Compensation Agreement with respect to the Transferred Property.

11. This Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and the counterparts together shall constitute one and the same instrument. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Exhibit A to
Partial Assignment and Assumption Agreement

[depiction of Transferred Property]

TRANSFERRED PROPERTY

The Transferred Property is known as Lot 1 as platted in the Plat of the Park 762 Subdivision, recorded in Plat Book 6, Page 34 on May 27, 2026 in the records of the Pickaway County Recorder as instrument number 202600003488 and in the depiction below.

[illegible]

TUESDAY, JUNE 30, 2026
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Adrienne Kuhn, Acting Clerk

In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending June 27, 2026.

A total of \$460 was reported collected as follows: \$50 in adoptions, \$25 redemptions; \$120 dog licenses, \$90 dog license late penalty, \$20 microchip fees, and \$5 private donations.

Four (4) stray dogs were processed in; two (2) dogs were adopted.

With there being no further business brought before the Board, Commissioner Wippel offered the motion, seconded by Commissioner Henson, to adjourn.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

Gary K. Scherer, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Adrienne Kuhn, Acting Clerk