

PROPOSED ANNEXATION TO
THE VILLAGE OF MILLERSBURG

HARDY TOWNSHIP
2ND. QTR., LOT 1
3RD. QTR., LOT 1
T-9 N, R-7 W
HOLMES COUNTY, OHIO

RAY-MAR HERITAGE HILLS SUBDIVISION - PHASE V

REPLAT OF LOT 17 PHASE V (P.V. 2 PAGES 470 & 472)
AND ADDITIONAL LANDS (P.V. 2, PAGES 470 & 472)

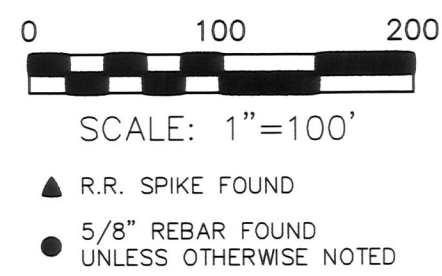
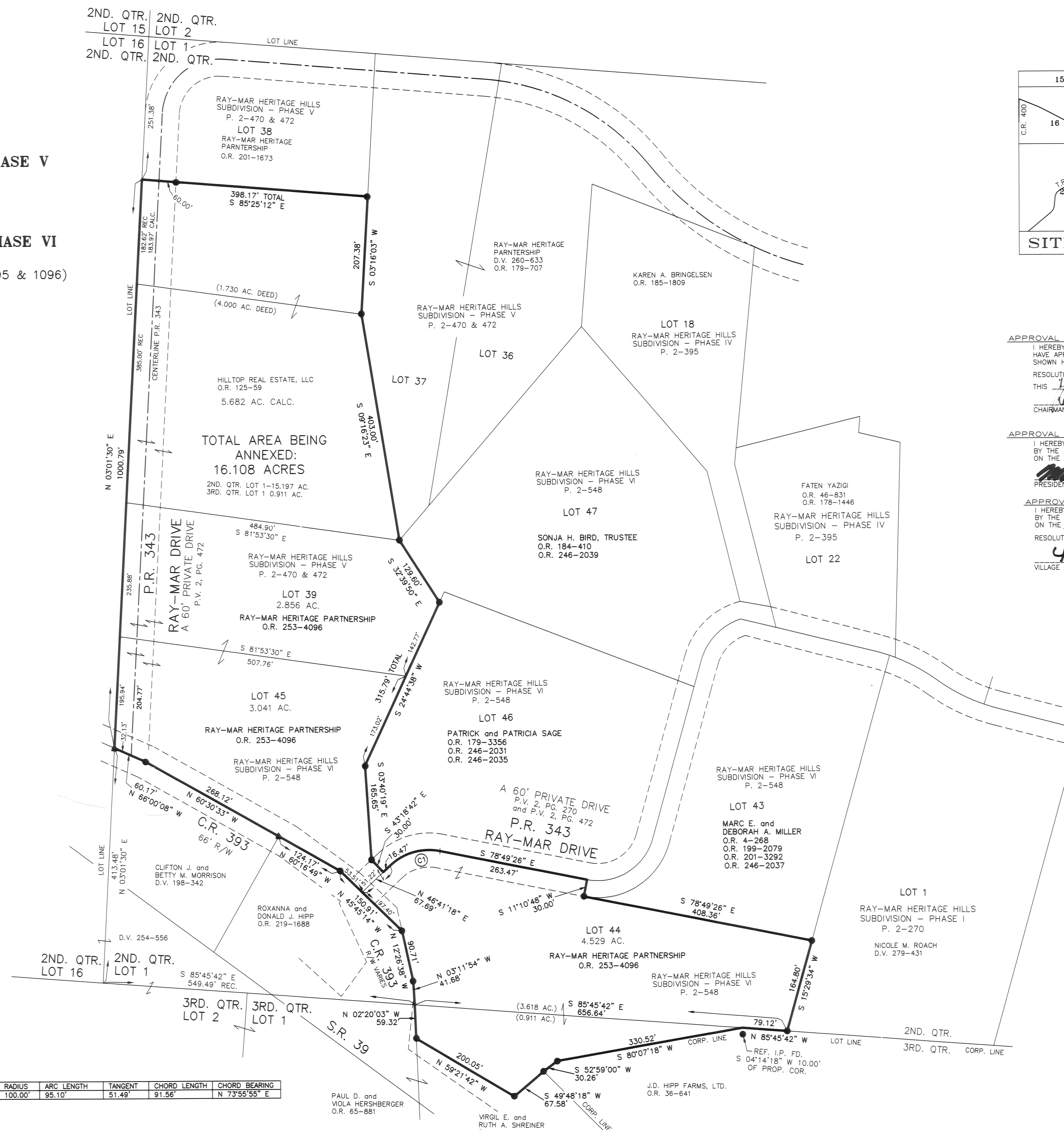
LOT 39

RAY-MAR HERITAGE HILLS SUBDIVISION - PHASE VI

REPLAT OF LOTS 19 AND 20 PHASE IV (P.V. 2 PAGE 395)
REPLAT OF LOTS 23 AND 24 PHASE IV (P.V. 19 PAGES 1095 & 1096)
REPLAT OF LOT 40 PHASE V (P.V. 2 PAGES 470 & 472)
AND ADDITIONAL LANDS (P.V. 14, PAGE 695)

(P.V. 2, PAGE 548)

LOTS 44 & 45

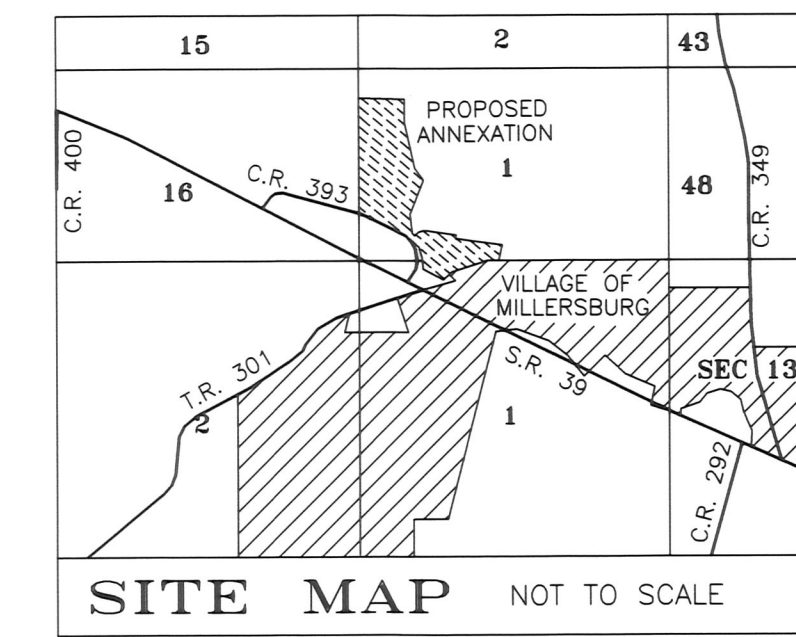


- REFERENCES
- DEED VOL. 260 PAGE 633
 - DEED VOL. 279 PAGE 431
 - O.R. VOL. 179 PAGE 3356
 - O.R. VOL. 184 HGE 410
 - O.R. VOL. 201 PAGE 3292
 - PLAT VOL. 2 PAGE 395
 - PLAT VOL. 19 PAGE 1095, 1096
 - PLAT VOL. 2 PAGE 270
 - PLAT VOL. 2 PAGE 470, 472
 - PLAT VOL. 2 PAGE 303
 - BEARINGS FROM PLAT VOL. 2 PAGE 395

SURVEYED FOR: TOM BIRD

DONALD C. BAKER SURVEYING
139 N. CLAY STREET
MILLERSBURG, OHIO 44654
PH. 330-674-4788
FAX 330-674-6027

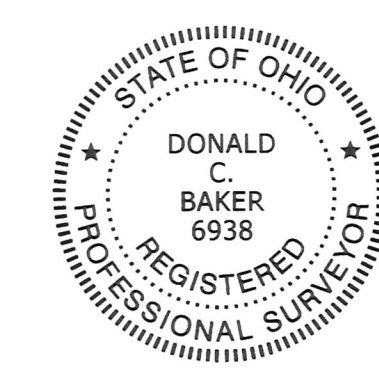
20160097865
B: 2 P: 550
FILED FOR RECORD IN
HOLMES COUNTY, OH
ANITA HALL, COUNTY RECORDER
03/28/2016 12:06 PM
PLAT LARGE - 86.45
PAGES:
ORV 255 PLS 858



APPROVAL OF THE HOLMES COUNTY COMMISSIONERS
I HEREBY CERTIFY THAT THE HOLMES COUNTY COMMISSIONERS HAVE APPROVED THE DETACHMENT OF THIS TRACT OF LAND AS SHOWN HEREON, FROM HOLMES COUNTY.
RESOLUTION # 11-09-15-3
THIS 11th DAY OF November, 2015
[Signature]
CHAIRMAN, HOLMES COUNTY COMMISSIONERS

APPROVAL BY THE MILLERSBURG PLANNING COMMISSION
I HEREBY CERTIFY THAT THIS PLAN FOR ANNEXATION WAS APPROVED BY THE MILLERSBURG PLANNING COMMISSION AT A MEETING HELD ON THE 7th DAY OF October, 2015.
[Signature]
PRESIDENT, MILLERSBURG PLANNING COMMISSION

APPROVAL OF THE MILLERSBURG VILLAGE COUNCIL
I HEREBY APPROVE THAT THIS PLAN FOR ANNEXATION WAS APPROVED BY THE VILLAGE COUNCIL OF MILLERSBURG, OHIO AT A MEETING HELD ON THE 25th DAY OF Jan, 2015.
RESOLUTION # 2015-48
[Signature]
VILLAGE CLERK



SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED ON BEHALF OF THE PROPERTY OWNERS FROM ACTUAL FIELD MEASUREMENTS ON THIS 3rd DAY OF August, 2015.
[Signature]
DONALD C. BAKER P.S. 6938
DATE: AUG. 25, 2015
FILE NAME: WORK4\S-432-15

VILLAGE OF MILLERSBURG
RESOLUTION 2015-48

(Annexing 16.108 acres to the Village of Millersburg)

WHEREAS, Hilltop Real Estate, LLC and Ray-Mar Heritage Partnership (the "Owners") are the owners of parcels of real property containing a total of approximately 16.108 acres (the "Property"). The Owners desire that the property be annexed to the Village of Millersburg, Ohio;

WHEREAS, pursuant to O.R.C. §§709.021 and 709.022, the Village of Millersburg, Ohio (the "Village"), the Trustees of Hardy Township, Ohio (the "Township"), and the Owners entered into a certain Annexation Agreement (the "Annexation Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof;

WHEREAS, the Owners filed with the Board of County Commissioners its Petition for Annexation (expedited Type I), a copy of which is attached hereto as Exhibit B and made a part hereof, and attached to said Petition was a copy of the Annexation Agreement;

WHEREAS, on November 9, 2015, the Board of County Commissioners, Holmes County, Ohio adopted a resolution granting the annexation request, a copy of the resolution is attached hereto as Exhibit C and made a part hereof;

WHEREAS, the Petition, Annexation Agreement and all accompanying materials appear to be in conformance with the law and it further appears that the proposed annexation of the Property is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED that the Village of Millersburg, Ohio, hereby accepts the Petition for Annexation, along with all accompanying materials, grants the annexation as requested and affirms and adopts the Annexation Agreement in its entirety. The annexation shall be effective 30 days after the date of this Resolution.

BE IT FURTHER RESOLVED that the Clerk of the Village forward the signed Petition and Annexation Agreement and accompanying materials, along with a copy of this Resolution to the Auditor of Holmes County, Ohio, the Recorder of Holmes County, Ohio and the Secretary of State of Ohio.

Passed at a regular meeting of Millersburg Village Council on the 25th day of January, 2016.

Notice of this Resolution shall be published in the Wooster Daily Record and/or the Holmes County Hub once per week for two (2) consecutive weeks as required by the Ohio Revised Code.

Reading 1 12-28-15 Reading 2 1-11-16 Reading 3 1-25-16

PASSED in Council this 25th day of January, 2016.

Vote: All yea

Attest: Karen Shaffer
Karen Shaffer
Clerk of Council

Brent Hofstetter
Brent Hofstetter
Council President

Approved: January 25, 2016
Jeff Hubner
Jeff Hubner, Mayor

4836-0031-0568, v. 1

TRANSFER NOT NECESSARY
DATE January 28 2016
AUDITOR Jack McKee



Exhibit A

Annexation Agreement

This Annexation Agreement (the "Agreement") is made and entered into this th 13 day of October, 2015, pursuant to Ohio Revised Code Sections 709.021 and 709.022, by and between the Village of Millersburg, Ohio (the "Village") and the Trustees of Hardy Township, Ohio (the "Township") and Ray-Mar Heritage Partnership, an Ohio general partnership, and Hilltop Real Estate, LLC, an Ohio limited liability company (collectively "Owners") with reference to the following facts:

1. Owners are the owners in fee simple of 16.108 acres of real property described in Exhibit A attached hereto and made a part hereof (the "Property"). A plat map of the property prepared by Donald C. Baker, Surveyor, is attached hereto as Exhibit B and made a part hereof.
2. The Property is contiguous with the Village.
3. The parties desire to annex the Property to the Village pursuant to and under the authority of Ohio Revised Code Sections 709.021 and 709.022.
4. Simultaneous herewith, Owners are filing with the Village a Petition for Annexation pursuant to Ohio Revised Code Sections 709.021 and 709.022.
5. The parties desire to enter into a mutual agreement, which outlines their respective rights, duties and obligations with respect to the annexation of the Property into the Village.

In consideration of the above recitals and for other good and valuable consideration, the receipt of which is acknowledged, the parties covenant and agree as follows:

1. **Annexation of Property.**

Effective as of thirty days after the passage of a resolution of the Village accepting Owner's Petition for Annexation, the Property shall be annexed to the Village of Millersburg, Holmes County, Ohio and the corporate limits of the Village of Millersburg shall be extended to include and encompass the Property. Once annexed to the Village of Millersburg, the Property shall no longer be a part of the territory of Hardy Township and shall be the exclusive territory of the Village of Millersburg for all purposes, including but not limited to, allocation of real property, and income tax proceeds, except as follows:

(A) For purposes of this agreement, "commercial," "industrial," "residential," and "retail," in relation to property, mean property classified as such by the tax commissioner for the purposes of valuing property for taxation, except that "commercial," in relation to property, does not include any property classified as "retail."

(B) Upon annexation and the exclusion of the Property from Hardy Township the Village shall make payments to the Township as provided herein.

(C)(1) Except as provided in paragraph (C) (2) below, the Village shall make the following payments to the Township with respect to commercial and industrial real, personal, and public utility property taxes using the property valuation for the year that the payment is due:

- (a) In the first through third years following the annexation and exclusion of the Property from the Township, eighty per cent (80%) of the Township taxes in the annexed territory that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred;
- (b) In the fourth and fifth years following the annexation and the exclusion of the territory from the Township, sixty-seven and one-half per cent (67½%) of the Township taxes in the annexed territory that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred;
- (c) In the sixth and seventh years following the annexation and exclusion of the territory from the Township, sixty-two and one-half per cent (62½ %)of the Township taxes in the annexed territory that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred;
- (d) In the eighth and ninth years following the annexation and exclusion of the territory from the Township, fifty-seven and one-half per cent (57½%) of the Township taxes in the annexed territory that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred;
- (e) In the tenth through twelfth years following the annexation and exclusion of the territory from the Township, forty-two and one-half per cent (42½%) of the Township taxes in the annexed territory that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred.

(2) If there has been an exemption by the Village of commercial and industrial real, personal, or public utility property taxes pursuant to section 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62, or 5709.88 of the Revised Code, there shall be no reduction in

the payments owed to the Township due to that exemption. The Village shall make payments to the Township under division (C) (1) of this section, calculated as if the exemption had not occurred.

(D) The Village shall make the following payments to the Township with respect to residential and retail real property taxes using the property valuation for the year that the payment is due:

- (1) In the first through third years following the annexation and exclusion of the territory from the Township, eighty per cent (80%) of the Township taxes in the annexed territory that would have been due the Township for residential and retail real property taxes if no annexation had occurred;
- (2) In the fourth and fifth years following the annexation and exclusion of the territory from the Township, fifty-two and one-half per cent (52½%) of the Township taxes in the annexed territory that would have been due the Township for residential and retail real property taxes if no annexation had occurred;
- (3) In the sixth through tenth years following the annexation and exclusion of the territory from the Township, forty per cent (40%) of the Township taxes in the annexed territory that would have been due the Township for residential and retail real property taxes if no annexation had occurred;
- (4) In the eleventh and twelfth years following the annexation and exclusion of the territory from the Township, twenty-seven and one-half per cent (27½%) of the Township taxes in the annexed territory that would have been due the Township for residential and retail real property taxes if no annexation had occurred.

2. **Zoning.** Pursuant to Section 1153.04 of the Village’s Codified Ordinances, once annexed, the Property shall initially be classified for zoning purposes as R-1 Estate Residential District. Owners have filed an application with the Planning and Zoning Board of the Village to reclassify the Property’s zoning status to Special Use District.

3. **Utilities.** Owners desire that certain utility services be extended and made available to the Property. With respect to the provision of utilities to the Property, the parties agree as follows:

(A) Construction and Installation of Utilities.

(1) **General Requirements.** Owners shall be primarily responsible for ensuring that water and sewage utilities (collectively, the “Utilities”) are available to the Property. Owners shall be responsible for obtaining any necessary permits, easements or licenses necessary to extend the Utilities, including the lateral lines, to the boundaries of

the Property. The above-referenced utility lines and other necessary facilities such as sanitary sewer lift station(s) (if necessary) shall be constructed in accordance with the standards established by the Village and the Ohio Environmental Protection Agency (“OEPA”). The Village and the OEPA, if required, shall approve the plans for all such utility lines and facilities prior to commencing construction. These plans as approved shall become part of this agreement as if fully rewritten herein.

(2) Specific Requirements. Owners shall extend utilities in accordance with plans created by Engineering Associates dated 2/2012, approved by the Village 2/16/12 and as approved by OEPA Applications #868564 and #868883. Construction of the extensions shall meet all conditions in the OEPA approval letters as well as Village standards.

Owners will immediately extend the water main and sewer line and make connection to them.

Once the water main is properly constructed and tested, Owners shall pay a tap fee equal to the cost of a 2” compound meter and vault (vault, dual check device and meter may be purchased by Owners separately or through Village). Owners shall set the meter pit; including a dual check device, at the right of way per Village standards. The service line from the meter pit to Owners’ property shall be owned and maintained solely by Owners.

Owners shall pay the appropriate tap fee according to the CODIFIED ORDINANCES OF MILLERSBURG. The parties agree that according to current usage, owner would pay a tap fee of 6.75 units multiplied by the current per unit cost (\$3500) = \$23,625. According to the CODIFIED ORDINANCES, a unit has the same meaning as defined in the most recently “Sewage: Collection, Treatment, and Disposal Guidelines” of the Ohio Environmental Protection Agency. The Village shall give owners a credit of \$13,331.24 which shall reduce the sewer tap fee to \$10,293.76. The \$13,331.24 credit was determined by taking the Owners cost of extending the water and sewer lines to the westernmost property line of J.D. Hipp Farms, Ltd. (\$23,160) and subtracting the cost of the recoupment fees of \$9,828.76 which would have otherwise been due to the Holmes County Agricultural Society, Inc. (aka the Fair Board).

When Owners connect to the sanitary sewer main, a sampling port shall be installed immediately downstream of the Group Home facility and prior to any other sanitary sewer connections from within the property to sample the effluent strength from the kitchen of the Group Home. The Village may also require the installation of a separate water meter at the Group Home to determine SUO charges. Owners may choose to not install a sampling port and meter with the understanding that any SUO charges for this facility will be based on the current average SUO charge per Village of Millersburg regulations. Sampling port and meter must meet Village standards as well.

Owners shall be billed based on the current water and/or sanitary sewer rates and schedule.

Owners would normally be subject to recoupment fees per Section 921.03 of the Millersburg Ordinances. The Holmes County Agricultural Society, Inc. has agreed to waive these fees and they have been taken into consideration by the Village in determining the tap fees set forth above.

(B) Provision of Water and Sewage. Upon completion of construction of the necessary water and sewage pipelines and facilities by Owners and connection of these systems to the Village water and sewer mains, the Village shall be responsible for providing water and sewage utility services to the Property.

(C) Ownership of Systems; Maintenance and Repair. After the water and sewer lines are completed per the specifications of the Village and OEPA, if required, the Village will issue a "Certification of Completion", which will indicate the Owners have complied with the design and construction specifications of the Village and the OEPA, if required. Thereupon, the water line as described above will be offered for dedication, which offer will be accepted by the Village. The Village shall exercise due diligence to approve the dedication as soon as possible after the offer for dedication is received by the Village. Notwithstanding said dedication, consistent with Sec. 1133.16 of the Village Ordinances, for one year from the acceptance of the dedication, the Owners shall be responsible for all maintenance and repair for said water lines. The Owners shall remain responsible for all maintenance and repair of its sewer lines and the lift station facilities installed by Owners except as provided for below.

The Owners shall not allow any other person or entity to connect to its water and sewer lines without the express written consent of the Village.

In order to allow the Village to assume ownership of the water and sewer lines, all easements obtained by Owners must be drafted so they are assignable to the Village as necessary. Furthermore Owners shall assign the easements to the Village as necessary and shall grant a 20 foot easement to the Village (10 feet on either side of the centerline of the water and sewer lines) to enter upon its property for construction and maintenance of said lines as necessary.

4. **Fair Interpretation.** Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either party.

5. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

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

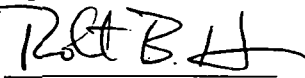
7. **Dispute Resolution.** If any party to this agreement believes another party has failed to perform its part of any provision of that agreement, including the failure to make any

payment of moneys due under the agreement, that party shall give notice to the other party clearly stating what breach has occurred. The party receiving the notice has ninety days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety-day period, the party that sent the notice may sue for recovery of the money due under the agreement, sue for specific enforcement of the agreement, or terminate the agreement upon giving notice of termination to all the other parties. The parties agree that they shall exhaust all other available remedies before pursuing termination of the agreement.

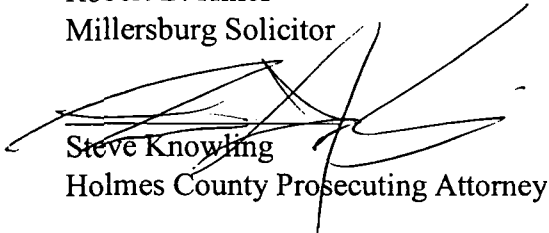
8. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

Executed this 13th day of ~~September~~ ^{Oct.}, 2015.

Approved as to form:



Robert B. Hines
Millersburg Solicitor

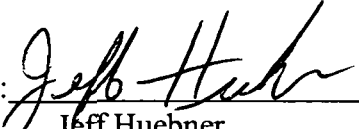

Steve Knowing
Holmes County Prosecuting Attorney

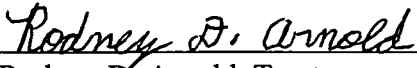
“Village”

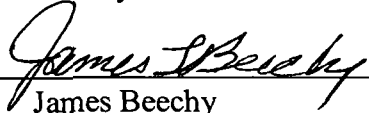
“Township”


Village of Millersburg, Ohio

Hardy Township Trustees

By: 
Jeff Huebner
Its Mayor


Rodney D. Arnold, Trustee

By: 
James Beechy
Council President


David Gerber, Trustee


David Crilow, Trustee

“Owners”

Ray-Mar Heritage Partnership

By: Thomas X. Bird
Thomas Bird
Its: General Partner

Hilltop Real Estate LLC

By: Thomas X. Bird
Thomas Bird
Its: Member

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 13 day of Oct, 2015, by Jeff Huebner, Mayor, of the Village of Millersburg, Ohio.

[seal]



Karen Shaffer
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 13 day of Oct, 2015, by James Beechy, Council President, of the Village of Millersburg, Ohio.

[seal]

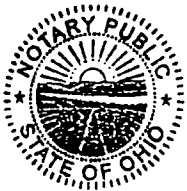


Karen Shaffer
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 29 day of September, 2015, by Rodney D. Arnold, Trustee of the Hardy Township Trustees.

[seal]



LINDA S. CAMPBELL
Notary Public, State of Ohio
My Commission Expires
March 26, 2018

Linda S. Campbell
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 29 day of September, 2015, by David Gerber, Trustee of the Hardy Township Trustees.

[seal]



LINDA S. CAMPBELL
Notary Public, State of Ohio
My Commission Expires
March 26, 2018

Linda S. Campbell
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 29 day of September, 2015, by David Crilow, Trustee of the Hardy Township Trustees.

[seal]



LINDA S. CAMPBELL
Notary Public, State of Ohio
My Commission Expires
March 26, 2018

Linda S. Campbell
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 18th day of September, 2015, by Thomas Bird, General Partner of Ray-Mar Heritage Partnership, an Ohio general partnership, and member of Hilltop Real Estate, LLC, an Ohio limited liability company, on behalf of said entities, who hereby states he has authority to act on behalf of the partnership and LLC.

[seal]



GARRETT M. ROACH
Attorney at Law
Notary Public, State of Ohio
My Commission Has No
Expiration Date
Section 147.03 R.C.

Garrett M. Roach
Notary Public

This instrument prepared by:
Robert B. Hines, Solicitor of Millersburg 4563 Huntington Woods Wooster, OH 44691

Exhibit B

PETITION FOR ANNEXATION

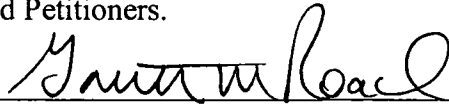
The undersigned ("Petitioners"), being the sole owners of five (5) parcels of real property totaling 16.108 acres as more fully described in Exhibit A, attached hereto and made a part hereof (the "Property") hereby petition, pursuant to Ohio Revised Code Section 709.022, for annexation of the Property to the Village of Millersburg, Holmes County, Ohio.

In support of its petition, Petitioners state as follows:

1. The legal description of the Property is attached hereto as Exhibit A and made a part hereof.
2. A survey plat of the Property prepared by Donald C. Baker, Surveyor, is attached hereto as Exhibit B and made a part hereof.
3. The Property is adjacent to the Village of Millersburg.
4. The undersigned Petitioners are the owners, as defined in ORC Section 709.02(E) of all the land in the area proposed to be annexed.
5. Attorney Garrett M. Roach of 138 East Jackson Street, Millersburg, Ohio, is hereby appointed agent for Petitioners with full power and authority to do any and all things necessary in connection with the filing, review and approval of this petition.

Acceptance of Appointment

The undersigned, named herein agent for Petitioner, hereby acknowledges and accepts the appointment of agent for said Petitioners.



Garrett M. Roach
Critchfield, Critchfield & Johnston, Ltd.
138 East Jackson Street
Millersburg, Ohio 44654
330-674-3055

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

PETITIONERS:

Hilltop Real Estate, LLC

By: Thomas K. Bird
Thomas K. Bird, Member

9/18/2015
Date

Ray Mar Heritage Partnership

By: Thomas K. Bird
Thomas K. Bird, General Partner

9/18/2015
Date

Parcel #	Property Owner	Tax Mailing Address	Permanent Parcel #	# of acres	Deed Reference
1	Hilltop Real Estate, LLC	24072 Bundy Court, Punta Gorda, Florida 33955	0600791000	1.73 (Deed)*	O.R. 125-59
2	Hilltop Real Estate, LLC	Same	0600933000	4.0 (Deed)*	O.R. 125-59
3	Ray-Mar Heritage Partnership	Same	0600058033	2.856	O.R. 253-4096
4	Ray-Mar Heritage Partnership	Same	0600058042	3.041	O.R. 253-4096
5	Ray-Mar Heritage Partnership	Same	0600058041	4.529	O.R. 253-4096

*Parcel 1 & 2=5.682 acres (calc.) on annexation plat

EXHIBIT A

Description 16.108 acre parcel

Description for land to be petitioned for annexation to the Village of Millersburg, Ohio.

Being a part of Lot 1 of the Second Quarter and Lot 1 of the Third Quarter of Hardy Township, T-9 N, R-7 W, Holmes County, Ohio.

Described as follows:

Commencing at a point marking the southwest corner of said Lot 1 of the Second Quarter, thence N 03 degrees 01' 30" E 413.48 feet along the lot line to a R.R. spike found in the center of C.R. 393 the TRUE POINT OF BEGINNING.

thence with the following TWENTY-SIX (26) COURSES:

- 1) N 03 degrees 01' 30" E 1000.79 feet along the lot line to a point, witnessed by a 5/8 inch rebar found S 85 degrees 25' 12" E 60.00 feet;
- 2) S 85 degrees 25' 12" E 398.17 feet along the south line of Lot 38 of Ray-Mar Heritage Hills Subdivision – Phase V (P. 2 page 470 & 472) to a 5/8 inch rebar found on the west line of Lot 37 of said subdivision;
- 3) S 03 degrees 16' 03" W 207.38 feet along the west line of Lot 37 of said subdivision to a 5/8 inch rebar found;
- 4) S 09 degrees 16' 23" E 403.00 feet along the west line of Lot 37 of said subdivision to a 5/8 inch rebar found;
- 5) S 32 degrees 39' 50" E 129.60 feet along the west line of Lot 47 of Ray-Mar Heritage Hills Subdivision – Phase VI (P. 2 page 548) to a 5/8 inch rebar found on the west line of Lot 46 of said subdivision;
- 6) S 24 degrees 44' 38" W 315.79 feet along the west line of Lot 46 of said subdivision to a 5/8 inch rebar found;
- 7) S 03 degrees 40' 19" E 165.65 feet along the west line of Lot 46 of said subdivision to a 5/8 inch rebar found;
- 8) S 43 degrees 18' 42" E 30.00 feet along the west line of Lot 46 of said subdivision to a point in the center of P.R. 343, Ray-Mar Drive;
- 9) N 46 degrees 41' 18" E 16.47 feet along the centerline of P.R. 343, Ray-Mar Drive to a point;
- 10) Along a curve to the right having a delta angle of 54 degrees 29' 19", R-100.00 feet, T-51.49 feet, Ch. Brg. - N 73 degrees 55' 55" E, Ch. – 91.56 feet along the centerline of P.R. 343, Ray-Mar Drive an arc distance of 95.10 feet to a point;
- 11) S 78 degrees 49' 26" E 263.47 feet along the centerline of P.R. 343, Ray-Mar Drive to a point;
- 12) S 11 degrees 10' 48" W 30.00 feet along the west line of Lot 43 of Ray-Mar Heritage Hills Subdivision – Phase VI (P. 2 page 548) to a 5/8 inch rebar found;
- 13) S 78 degrees 49' 26" E 408.36 feet along the south line of Lot 43 of said subdivision to a 5/8 inch rebar found on the west line of Lot 1 of Ray-Mar Heritage Hills Subdivision – Phase I (P. 2 page 270);
- 14) S 15 degrees 29' 34" W 164.80 feet along the west line of Lot 1 of said Subdivision to a 5/8 inch rebar found on the lot line;
- 15) N 85 degrees 45' 42" W 79.12 feet along the lot line to a point;

182

- 16) S 80 degrees 07' 18" W 330.52 feet (passing into Lot 1 of the Third Quarter) along J.D. Hipp Farms, Ltd.'s (O.R. vol. 36 page 641) north line and along the Village of Millersburg corporation line to a 5/8 inch rebar found;
- 17) S 52 degrees 59' 00" W 30.26 feet along said J.D. Hipp Farms, Ltd.'s west line and along said corp. line to a 5/8 inch rebar found;
- 18) S 49 degrees 48' 18" W 67.58 feet along Virgil E. and Ruth A. Shreiner's (Deed vol. 144 page 593) north line to a 5/8 inch rebar found;
- 19) N 59 degrees 21' 42" W 200.05 feet along said Shreiner's north line to a 5/8 inch rebar found;
- 20) N 02 degrees 20' 03" W 59.32 feet along said Shreiner's northerly line to a point on the lot line;
- 21) N 03 degrees 11' 54" W 41.68 feet (passing into Lot 1 of the Second Quarter) along Roxanna and Donald J. Hipp's (O.R. vol. 219 page 1688) east line to a 5/8 inch rebar found;
- 22) N 12 degrees 26' 38" W 90.71 feet along said Roxanna and Donald J. Hipp's east line to a 5/8 inch rebar found;
- 23) N 45 degrees 45' 14" W 150.91 feet along said Roxanna and Donald J. Hipp's north line and along C.R. 393 to a 5/8 inch rebar found;
- 24) N 60 degrees 16' 49" W 124.17 feet along said Roxanna and Donald J. Hipp's north line and along C.R. 393 to a R.R. spike found;
- 25) N 60 degrees 30' 33" W 268.12 feet along Clifton J. and Betty M. Morrison 's (Deed vol. 198 page 342) north line and along C.R. 393 to a 5/8 inch rebar found;
- 26) N 66 degrees 00' 08" W 60.17 feet along said Morrison's north line and along C.R. 393 to the TRUE POINT OF BEGINNING.

This parcel contains 16.108 acres, but subject to all highways and easements of record. Containing 15.197 acres in Lot 1 of the Second Quarter and 0.911 acres in Lot 1 of the Third Quarter.

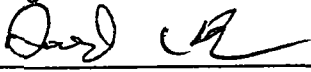
The acreage to be annexed from each property owner is as follows:

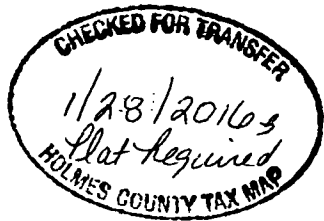
Hilltop Real Estate, LLC – 5.682 acres calc. (1.730 acres and 4.000 acres deed).

Ray-Mar Heritage Partnership (Phase V - Lot 39) -2.856 acres calc. and deed.
Ray-Mar Heritage Partnership (Phase VI – Lot 44) – 4.529 acres calc. and deed.
Ray-Mar Heritage Partnership (Phase VI – Lot 45) – 3.041 acres calc. and deed.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker 6938". Bearings from Plat vol. 2 page 395.

See Holmes County Plat Book 2, page 550 for survey.
This survey made and description prepared by Donald C. Baker P.S. 6938.
August 25, 2015


Donald C. Baker P.S. 6938



282



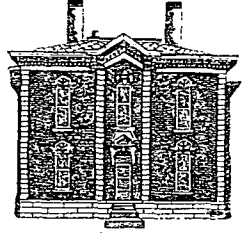
HOLMES COUNTY COMMISSIONERS

2 COURT STREET, SUITE 14

MILLERSBURG, OHIO 44654-2001

PHONE (330) 674-0286 FAX (330) 674-0566

E-MAIL: HCC@CO.HOLMES.OH.US



Resolution #11-09-15-3

A RESOLUTION AUTHORIZING AND APPROVING ANNEXATION OF PROPERTY IN HARDY TOWNSHIP TO THE VILLAGE OF MILLERSBURG, OHIO

WHEREAS, Ray-Mar Heritage Partnership, an Ohio General Partnership and Hilltop Real Estate, an Ohio Limited Liability Company are the sole owners of 16.108 ("the Property") located in Hardy Township, Holmes County Ohio accurately depicted and described on the attached Exhibits A and B, and

WHEREAS, they have filed a petition with this Board requesting said property be annexed into the Village of Millersburg, and

WHEREAS, said petition contains the signatures of 100% of the owners of said property who consent to the annexation and includes in bold faced typed a warning that the Owners have waived their right to appeal any action taken by the County Commissioners on said Petition, and

WHEREAS, said petition is accompanied by a valid certified copy of the Annexation Agreement as described in Revised Code Section 709.192, signed by the Owners, the Hardy Township Trustees and the Village of Millersburg, and

WHEREAS, Revised Code Section 709.022 provides that given all of the above, the Holmes County Commissioners at its next regularly scheduled meeting after receipt of the Petition, must enter a resolution granting annexation without hearing.

BE IT RESOLVED, that the Holmes County Commissioners do hereby approve the annexation of the Property into the Village of Millersburg.

Mr. Miller moved for adoption of the preceding Resolution.
Mr. Ault seconded the motion. Upon roll call the vote was as follows:

Rob Ault *Rob Ault* yes/no

Raymond Eyer Absent yes/no

Joe D. Miller *Joe D. Miller* yes/no

The below signed Clerk to the Board hereby certifies that the preceding Resolution is a true and exact copy of a Resolution adopted during the regular business meeting of November 09, 2015 and recorded in Commissioners Journal 48 under that date.

Susan L. Haun
Susan L. Haun, Clerk to the Board
Holmes County Board of Commissioners