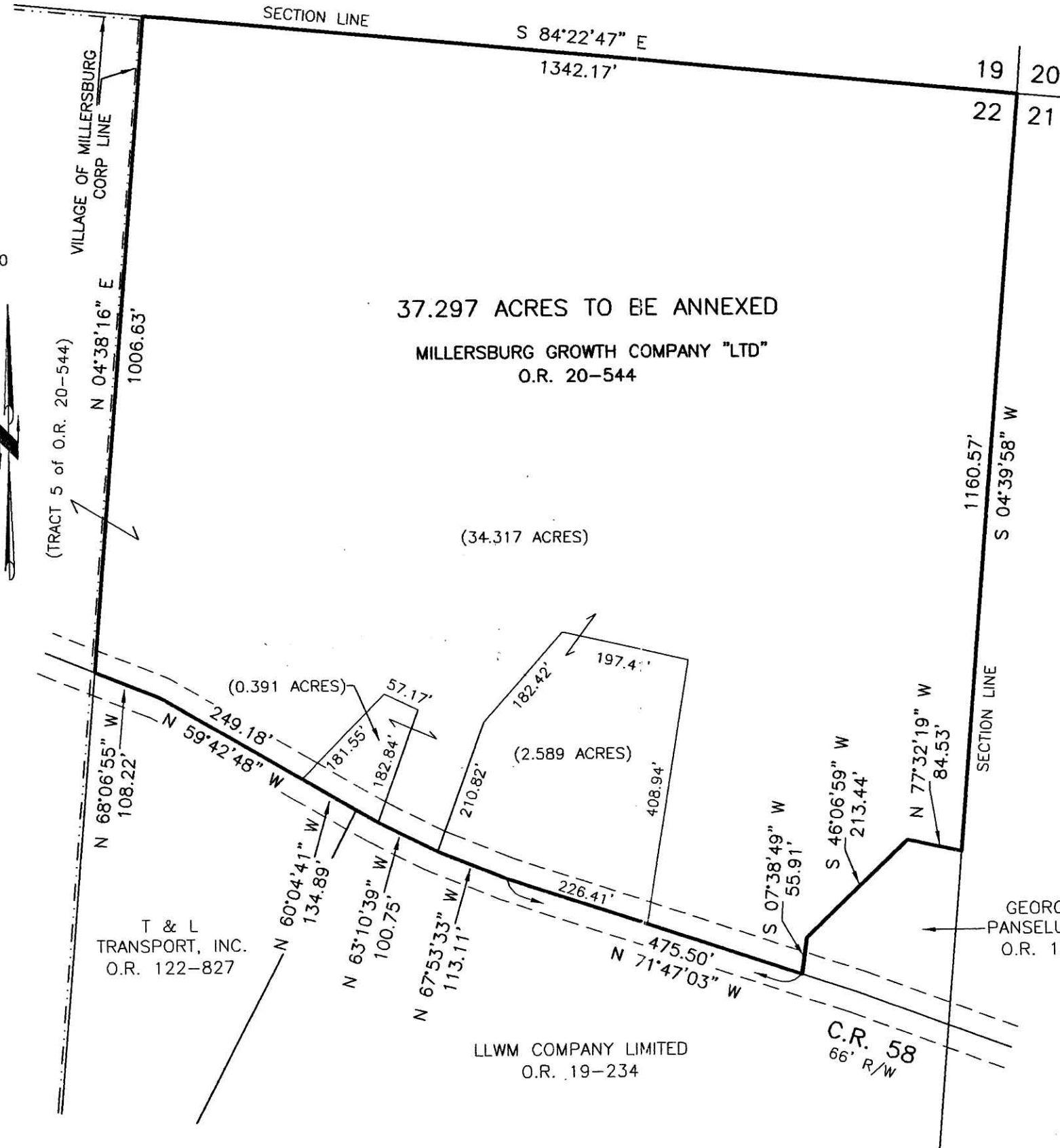
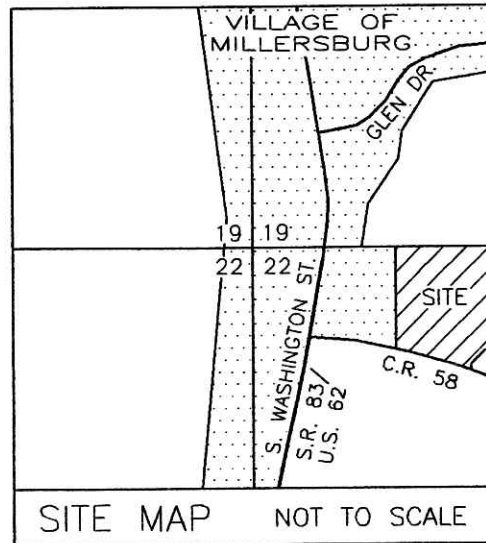
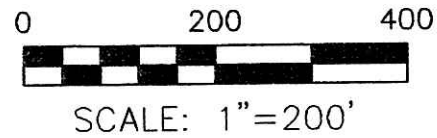


PROPOSED ANNEXATION  
 to the VILLAGE OF MILLERSBURG

HARDY TOWNSHIP  
 N.E. QTR. SECTION 22  
 T-9 N; R-7 W  
 HOLMES COUNTY, OHIO

REFERENCES

O.R. VOL. 20 PAGE 544  
 O.R. VOL. 174 PAGE 2295  
 PLAT VOL. 16 PAGES 900 & 975  
 BEARINGS FROM PLAT VOL. 16 PAGE 900



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 # 11-01-10-2  
 1st DAY OF November, 2010

CHAIRMAN, COUNTY COMMISSIONERS

APPROVAL OF THE MILLERSBURG PLANNING COMMISSION

I HEREBY CERTIFY THAT THIS PLAT FOR THE ANNEXATION WAS  
 APPROVED BY THE MILLERSBURG PLANNING COMMISSION  
 AT A MEETING HELD ON NOV. 4 DAY OF 2010

PRESIDENT, MILLERSBURG PLANNING COMMISSION

APPROVAL OF THE MILLERSBURG VILLAGE COUNCIL

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION WAS  
 APPROVED BY THE VILLAGE COUNCIL OF MILLERSBURG, OHIO  
 AT A MEETING HELD ON THE 27 DAY OF  
December, 2010

RESOLUTION # 2010-53

VILLAGE CLERK

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED ON BEHALF  
 OF THE PROPERTY OWNER FROM SURVEYS BY DONALD C. BAKER  
 DATED 10-5-98 & 12-2-98 AND EXISTING DEEDS AND  
 SURVEYS OF RECORD.

Donald C Baker 8-31-2010  
 DONALD C. BAKER P.S. 6938 DATE



FILE NAME: WORK3\S-385-10\ERZ

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

PLAT APPROVED

12/29/2010

**VILLAGE OF MILLERSBURG**  
**RESOLUTION NO. 2010-53**

**(Annexing 37.297 acres to the Village of Millersburg)**

**WHEREAS**, the Millersburg Growth Company Ltd./Cheryl L. Bird Thomas K. Bird ("Owners") Owners are the owners in fee of 37.297 acres of real property described in Exhibit A attached hereto and made a part hereof (the "Property"). A plat map of the property is attached hereto Exhibit B and made a part hereof, and

**WHEREAS**, the Owners desire that the property be annexed to the Village of Millersburg, Ohio, and

**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 dated October 25, 2010 (the "Annexation Agreement"), a copy of which is attached hereto as Exhibit C and made a part hereof;

**WHEREAS**, the Owners filed its Petition for Annexation (expedited Type I), a copy of which is attached hereto as Exhibit D and made a part hereof, along with a copy of the Annexation Agreement with the Board of County Commissioners, Holmes County, Ohio on October 26, 2010;

**WHEREAS**, on November 1, 2010, 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 E 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 effective date of this Resolution.

**BE IT FURTHER RESOLVED** that the Clerk of the Village shall 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.

1 of 4 pg

Passed at a regular meeting of Millersburg Village Council on the 27 day of Dec, 2010.

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

Reading 1 11-22-10 Reading 2 12-13-10 Reading 3 12-27-10

**PASSED** in Council this 27 day of Dec, 2010.

Vote: All yea

Attest: *Karen Shaffer*  
Karen Shaffer, Clerk of Council

*James Beechy*  
James Beechy, President of Council

Approved: Dec 27, 2010

*Jeff Huebner*  
Jeff Huebner, Mayor

2014 RY

EXHIBIT A

Instrument 201000069443 DR Book Page 223 665

Description for land to be petitioned for Annexation to the Village of Millersburg, Ohio Being a part of the northeast quarter of Section 22, Hardy Township, T-9 N, R-7 W, Holmes County, Ohio.

Described as follows:

Beginning at a point marking the northeast corner of the northeast quarter of section 22 the TRUE POINT OF BEGINNING.

thence with the following TWELVE (12) COURSES:

- 1) S 04 degrees 39' 58" W 1160.57 feet along the section line to a point;
2) N 77 degrees 32' 19" W 84.53 feet along Georgica and Panseluta Lencu's (Official Record vol. 174 page 2295) north line to a point;
3) S 46 degrees 06' 59" W 213.44 feet along said Lencu's west line to a point;
4) S 07 degrees 38' 49" W 55.91 feet along said Lencu's west line to a point in the centerline of C.R. 58;
5) N 71 degrees 47' 03" W 475.50 feet along the centerline of C.R. 58 to a point;
6) N 67 degrees 53' 33" W 113.11 feet along the centerline of C.R. 58 to a point;
7) N 63 degrees 10' 39" W 100.75 feet along the centerline of C.R. 58 to a point;
8) N 60 degrees 04' 41" W 134.89 feet along the centerline of C.R. 58 to a point;
9) N 59 degrees 42' 48" W 249.18 feet along the centerline of C.R. 58 to a point;
10) N 68 degrees 06' 55" W 108.22 feet along the centerline of C.R. 58 to a point;
11) N 04 degrees 38' 16" E 1006.63 feet along the east line of Tract 5 of O.R. vol. 20 page 544, conveyed to Millersburg Growth Company "LTD", and along the Village of Millersburg Corporation line to a point on the section line;
12) S 84 degrees 22' 47" E 1342.17 feet along the section line to the TRUE POINT OF BEGINNING.

This proposed annexation contains 37.297 acres, but subject to all highways and easements of record.

Being all of a 0.391 acre tract, a 2.589 acre tract and a 34.317 acre tract conveyed to Millersburg Growth Company "LTD " in Official Record vol. 20 page 544.

Bearings from Plat vol. 16 page 900.

See Holmes County Plat Book 19, page 1781 for survey.

This survey made and description prepared by Donald C. Baker, P.S. 6938.

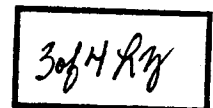
August 26, 2010

TRANSFER NOT NECESSARY

DATE 12/29/10

AUDITOR Jackie McKee

(Handwritten initials)



## Annexation Agreement

This Annexation Agreement (the "Agreement") is made and entered into this 25<sup>th</sup> day of October, 2010, 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 Millersburg Growth Company Ltd./Cheryl L. Bird Thomas K. Bird ("Owners") with reference to the following facts:

1. Owners are the owners in fee of 37.297 acres of real property described in Exhibit A attached hereto and made a part hereof (the "Property"). A plat map of the property is attached hereto Exhibit B and made a part hereof.

2. Owners desire to develop the Property for use as SU-Special Use zoning designation.

3. The parties desire to annex the Property to the Village of Millersburg pursuant to and under 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 of Millersburg.

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 Owners' 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:

1  
Exhibit C

(a) In the first through third years following the annexation and exclusion of the Property from the Township, eighty per cent 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 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 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 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 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 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 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 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 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.** Once annexed, the Owners will file an application with the Zoning Inspector to have the Property classified for zoning purposes as SU Village Residential District. At Owner's option they may, pursuant to Section 1153.04 of the Village's Codified Ordinances apply for this zoning classification to be approved by Village Council prior to annexation.

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.** Owners shall be primarily responsible for ensuring that gas, water, electric, phone, cable, 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 facilities shall be constructed in accordance with the standards established by the Village and the Ohio Environmental Protection Agency ("OEPA"), if required, for such facilities. The Village and OEPA, if required, shall approve the plans for all such utility lines prior to commencing construction.

(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 facilities, the Village shall be responsible for providing water and sewage utility service 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 Owner has complied with the design and construction specifications of the Village and the OEPA, if required. Thereupon, the water and sewer lines 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 and sewer lines

(D) **Storm Water.** All improvements constructed on the Property by Owners, including, but not limited to driveways and the dwelling shall be designed to channel or divert surface water to the Village storm sewer or holding ponds for dispersal.

4. **Streets.** The Property will have access to County Road 58.

5. **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.

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

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

8. **Dispute Resolution.** If any part 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 this 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, sure for specific enforcement of the agreement, or terminate the agreement upon giving notice of termination to all other parties. The parties agree that they shall exhaust all other available remedies before pursuing termination of the agreement.

9. **No Construction against Drafter.** This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed against either party.

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

Executed this 25<sup>th</sup> day of October, 2010.

“Village”

“Township”

Village of Millersburg, Ohio

Hardy Township Trustees

By: Jeff Huebner  
Jeff Huebner  
Its Mayor

Richard Dye  
Richard Dye, Trustee

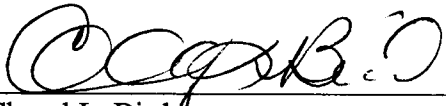
By: James Beachy  
James Beachy  
Council President


David Gerber  
David Gerber, Trustee

David Crilow  
David Crilow, Trustee



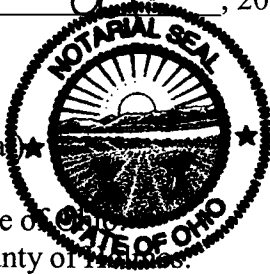
"Owners"  
Millersburg Growth Company, LTD

  
Cheryl L. Bird

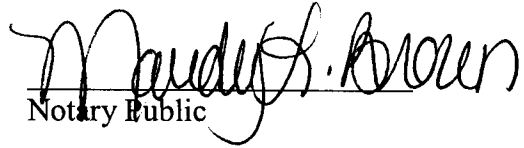
  
Thomas K. Bird

State of Ohio:  
County of Holmes:


The foregoing instrument was acknowledged before me this 21 day of Oct, 2010, by Jeff Huebner, Mayor, of the Village of Millersburg, Ohio.

(Seal)   
State of Ohio  
County of Holmes:

MANDY L. BROWN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 20, 2012

  
Notary Public

The foregoing instrument was acknowledged before me this 25 day of Oct, 2010, by James Beachy, Council President, of the Village of Millersburg, Ohio.



(Seal)   
State of Ohio:  
County of Holmes:

MANDY L. BROWN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 20, 2012

  
Notary Public

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2010, by Richard Dye, Trustee of the Hardy Township Trustees.

(Seal)  
State of Ohio:  
County of Holmes:

  
Notary Public  
  
KASEY R. WINE  
Notary Public, State of Ohio  
My Commission Expires  
July 2, 2011

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2010, by David Gerber, Trustee of the Hardy Township Trustees.

(Seal)

Kasey R. Wine  
Notary Public  
KASEY R. WINE  
Notary Public, State of Ohio  
My Commission Expires  
July 2, 2011

State of Ohio:  
County of Holmes:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2010, by David Crilow, Trustee of the Hardy Township Trustees.



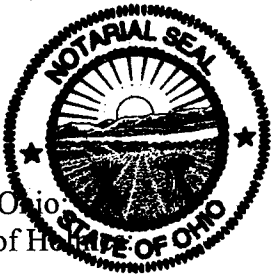
KASEY R. WINE  
Notary Public, State of Ohio  
My Commission Expires  
July 2, 2011

State of Ohio:  
County of Holmes:

Kasey R. Wine  
Notary Public

The foregoing instrument was acknowledged before me this 21 day of Oct., 2010, by Millersburg Growth Company, LTD/ Cheryl L. Bird, Partner

(Seal)



MANDY L. BROWN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 20, 2012

State of Ohio:  
County of Holmes:

Mandy L. Brown  
Notary Public

The foregoing instrument was acknowledged before me this 21 day of Oct., 2010, by Millersburg Growth Company LTD/ Thomas K. Bird, Partner

(Seal)



MANDY L. BROWN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 20, 2012

Mandy L. Brown  
Notary Public

**PETITION FOR ANNEXATION**

**(Expedited Type I)**

The undersigned ("Petitioner"), being the sole owners of (3) parcels of real property bearing Auditor's Permanent Parcel Numbers 06-00411-002, 06-00411-004, 06-00411-000 and being 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, Petitioner states as follows:

1. The legal description of the (3) parcels of the Property is attached hereto as Exhibit A and made a part hereof.
2. A map of the Property is highlighted on the document attached hereto as Exhibit B and made a part hereof. The Property is adjacent to the Village of Millersburg.
3. The undersigned Petitioner is the owner, as defined in ORC Section 709.02(E) of all of the land in the area proposed to be annexed.
4. LINDSEY TAYLOR of MILLERSBURG, Ohio, is hereby appointed agent for Petitioner 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 said for Petitioner.

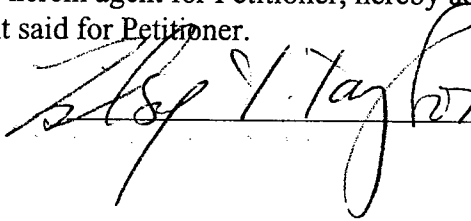
  
\_\_\_\_\_

Exhibit D

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

Petitioners,  
Millersburg Growth Co. LTD  
Thomas K. and Cheryl L. Bird

Date: 10/28/10

*Thomas K. Bird*  
Thomas K. Bird

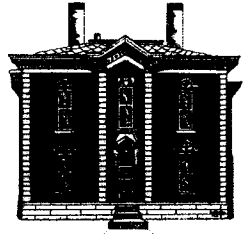
Date: 10/28/10

*Cheryl L. Bird*  
Cheryl L. Bird



# 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 #11-01-10-2



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

WHEREAS, Millersburg Growth Co. Ltd/ Thomas K. and Cheryl L. Bird (the "Owners") are the sole owners of 3 parcels ("the Property") located in Hardy Township, Holmes County Ohio accurately depicted and described on the attached exhibits, 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.

201000069443  
VILLAGE OF MILLERSBURG  
MILLERSBURG OH 44654

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

Joe D. Miller		yes/no
Raymond Eyer		yes/no
Rob Ault		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 01, 2010 and recorded in Commissioners Journal 44 under that date.

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

Exhibit E