

# PROPOSED ANNEXATION TO THE VILLAGE OF MILLERSBURG

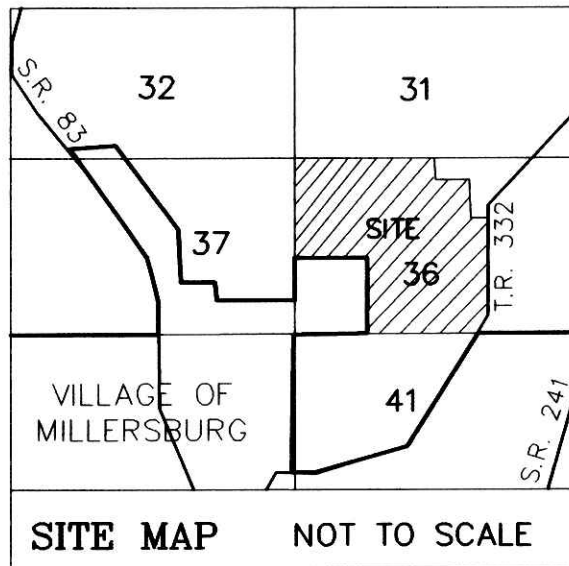
HARDY TOWNSHIP  
1ST. QTR., LOT 36  
T-9 N; R-7 W  
HOLMES COUNTY, OHIO

Instrument Book Page  
200400028731 OR 18 885  
200400028731  
Filed for Record in  
HOLMES COUNTY, OH  
SALLY MILLER  
02-04-2004 At 08:37 am.  
SMALL PLAT 40.00  
OR Book 18 Page 885 - 885  
**OR vol 169 pg 2852**


200400028731  
VILLAGE OF  
MILLERSBURG  
MILLERSBURG, OH

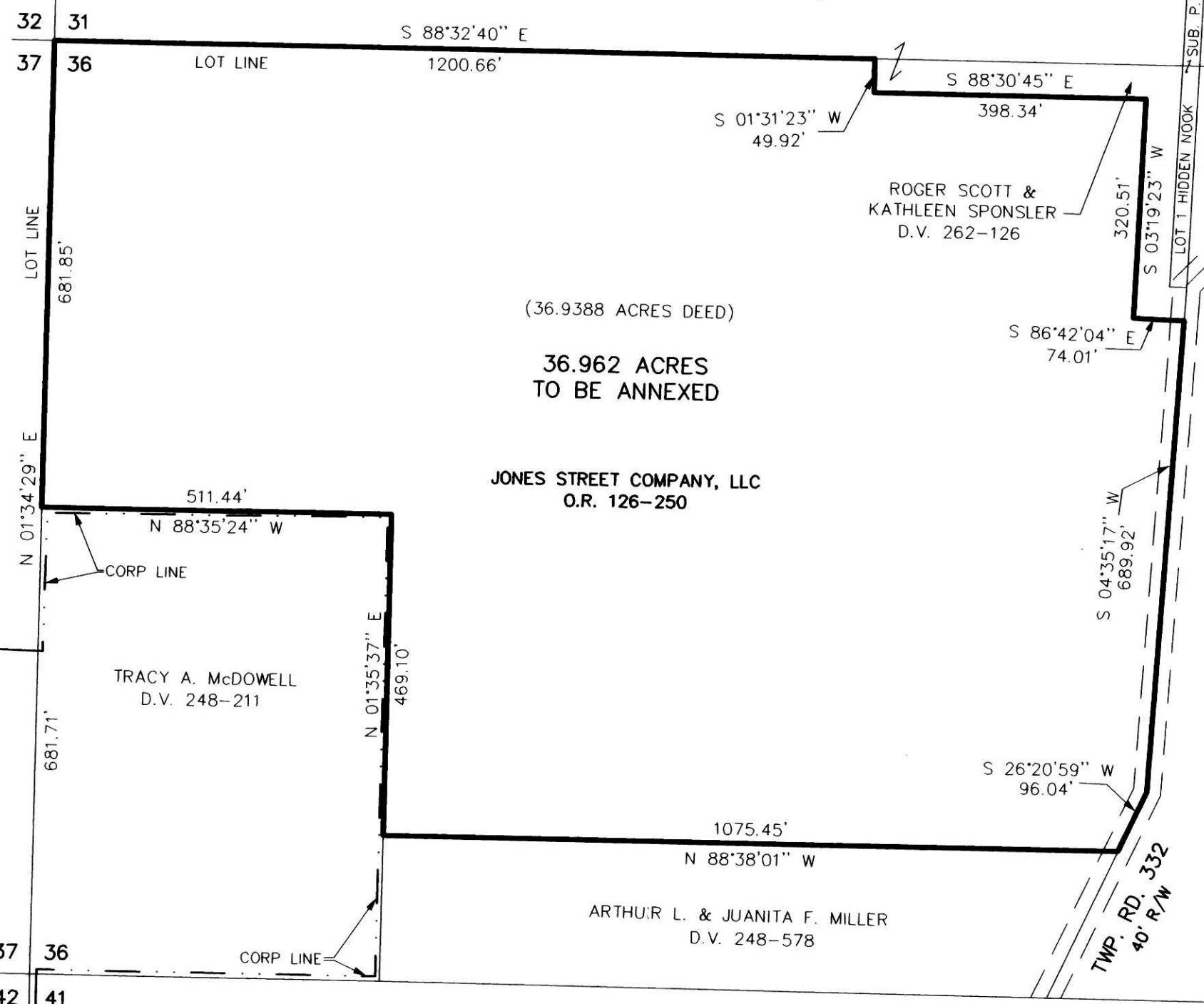
REFERENCES:  
DEED VOL. 248 PAGES 211 & 578  
DEED VOL. 262 PAGE 126  
PLAT VOL. 8 PAGE 850  
PLAT VOL. 9 PAGE 119  
PLAT VOL. 10 PAGE 939  
PLAT VOL. 12 PAGES 494 & 514  
PLAT BY WILLIAM LONG DATED 11-20-2002

BEARINGS FROM  
WILLIAM LONG PLAT DATED 11-20-2002



**SITE MAP NOT TO SCALE**

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



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 # 09-15-03-2 15<sup>TH</sup> DAY OF September, 2003  
*David C. Han*  
CHAIRMAN, COUNTY COMMISSIONERS

APPROVAL OF THE MILLERSBURG PLANNING COMMISSION

I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION WAS APPROVED BY THE MILLERSBURG PLANNING COMMISSION AT A MEETING HELD ON THE \_\_\_\_\_ DAT OF \_\_\_\_\_  
*Karen D. Atkins*  
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 24 DAY OF November, 2003, RESOLUTION # 2003-48  
*Karen S. Staffa*  
VILLAGE CLERK



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED ON BEHALF OF THE PROPERTY OWNERS FROM WILLIAM LONG SURVEY DATED 11-20-2002, EXISTING SURVEYS AND DEEDS OF RECORD. THIS 9<sup>TH</sup> DAY OF Dec., 2002

*Donald C. Baker*  
DONALD C. BAKER P.S. 6938

File name: C:\JOBS1\S-931-02\ERZ  
DATE: NOV. 25, 2002

PLAT APPROVED  
*alal04 Lg*

TRANSFER NOT NECESSARY  
*2-3-04 Kbb*  
*Jackie Miller*

**RESOLUTION NUMBER 2003-48**  
**(annexing 36.962 acres to the Village of Millersburg)**

**WHEREAS**, Jones Street Company, LLC, an Ohio limited liability company ("Jones Street") is the owner of a certain parcel of real property containing approximately 36.962 (the "Property"). Jones Street desires 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 Jones Street entered into a certain Annexation Agreement dated September 9, 2003 (the "Annexation Agreement"), a copy of which is attached hereto as Exhibit A and made a part hereof;

**WHEREAS**, Jones Street filed its Petition for Annexation (expedited Type I), a copy of which is attached hereto as Exhibit B and made a part hereof, along with a copy of the Annexation Agreement with the Board of County Commissioners, Holmes County, Ohio on September 11, 2003;

**WHEREAS**, on September 15, 2003, 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 Counsel on the 24 day of November, 2003.

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 consecutive weeks as required by the Ohio Revised Code.

Q:\docs\MEL\1570\Resolution(Village).wpd

200400028732  
Filed for Record in  
HOLMES COUNTY, OH  
SALLY MILLER  
02-04-2004 At 08:37 am.  
RESOLUTION 244.00  
OR Book 169 Page 2832 - 2860

TRANSFER NOT NECESSARY  
DATE 2-3-04 KOD  
AUDITOR Jackie-McCee

EXHIBIT A TO RESOLUTION 2003-48

**Annexation Agreement**

This Annexation Agreement (the "Agreement") is made and entered into this 9<sup>th</sup> day of September, 2003, pursuant to Ohio Revised Code Sections 709.021 and 709.022, by and between the Village of Millersburg, Ohio (the "Village"); the Trustees of Hardy Township, Ohio (the "Township") and Jones Street Company, LLC, an Ohio limited liability company ("Owner") with reference to the following facts:

1. Owner is the owner in fee simple of certain real property described in Exhibit A attached hereto and made a part hereof (the "Property"). A plat map of the Property is attached hereto as Exhibit B and made a part hereof.
2. Owner desires to develop the Property into an attractive residential subdivision in accordance with a uniform plan.
3. The parties desire to annex the Property to the Village of Millersburg 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 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 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.

2. **Land Use Restrictions.** The Property shall be developed in accordance with and pursuant to a certain Declaration of Restrictive Covenants and Easements as adopted by Owner, in its sole discretion, provided those Covenants and Restrictions do not violate any ordinances of the Village of Millersburg.

Once annexed, the Property initially shall be classified for zoning purposes as agricultural. As soon as possible after the annexation, and after the appropriate action by the

Planning and Zoning Board, the Village will reclassify the Property's zoning status to R-1 Residential.

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. Owner shall be primarily responsible for ensuring that gas, water, electric, phone, cable, water and sewage utilities (collectively, the "Utilities") are available to the Property. It is understood that the term Utilities does include a pump station, but does not include any lateral lines that will be located on the individual lots located in the subdivision to be constructed on the Property. The Village shall not be responsible for maintaining said lateral lines at any time. Owner 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. In addition, Owner shall be responsible for all costs of engineering, construction and installation in and on the Property of all necessary pipelines, conduits and pumping facilities as more fully outlined in the site plan, attached hereto as Exhibit C (the "Site Plan"), and made a part hereof. The above-referenced utility lines and facilities, including the lateral lines, shall be constructed in accordance with the standards established by the Village and the OEPA for such facilities. The Village and the Ohio Environmental Protection Agency ("OEPA") shall approve the plans for all such utility lines, including the lateral lines, prior to commencing construction.
- B. Provision of Water and Sewage. Upon completion of construction of the necessary water and sewage pipelines and facilities and connection of these systems to the Village facilities, which shall include the pump station referenced below, and after dedication of same to the Village, 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 and pump station are completed per the specifications of the Village and OEPA, 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. Thereupon, the water and sewer lines and pump station 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 and pump station.

- D. Pump Station. For the first year after acceptance of the dedication, the Village agrees to make available to Owners a portable generator to provide electricity to the pump station as needed to operate the pump station in the event of intermittent power outages. In the event that the generator is required to supply electricity to the pump station, it is agreed that it will only be used for so long as it is needed to operate the pump station, or until power is restored to the pump station, whichever is sooner. The use of said generator shall be at no cost for the first 25 hours of operation. Thereafter, the Owners shall pay the Village \$100.00 per hour, or fraction thereof, for said use.
- E. Grant of Easement for Water and Sewer Lines. Owner hereby grants to the Village in, over, and through that part of the Property designated on the Site Plan as proposed water and sewer lines and pump station an exclusive appurtenant easement for the installation, use, operation, maintenance, repair, replacement, relocation and removal of the sewer and water lines and systems including the pump station. Owner reserves unto itself and its agents, for the period of time during which Owner is responsible for maintenance and repair, an easement to maintain, repair and replace the sewer and water lines and pump station. Thereafter, the easement in favor of Owner shall terminate.
- F. Storm Water. With respect to storm water drainage, the Village and Owner agree as follows:
- (1) Construction of Improvements. All improvements constructed on the Property by Owner, including, but not limited to streets and dwellings shall be designed to channel or divert surface water to the Storm Sewer and Storm Water Basin for retention and dispersal.
  - (2) Maintenance of Improvements. The Owner, or Owner's successors, assigns or agents shall be responsible for maintaining the Storm Water Basin. The Owner, or Owner's successors, assigns or agents shall procure and maintain a performance bond or letter of credit insuring compliance with this provision. The performance bond or letter of credit shall be in the amount of \$5000. Any performance bond or letter of credit shall be in compliance with Sections 1305.01-.05 and 153.54 ORC.
  - (3) Easement for Storm Sewer. Owner hereby grants unto the Village for the benefit of the Property an exclusive appurtenant easement in, over, and through that portion of the Property depicted in the

Site Plan as proposed "Storm Sewer" ("Storm Sewer") for storm water discharge, subject to such rules, regulations and discharge limitations as Owner may reasonably establish. This easement shall include a right of entry to make any modifications, repairs or alterations to any ditches, culverts, swales, ravines, pipelines, retention basins or ponds to achieve the purpose of this easement. Owner reserves unto itself, it's successors and assigns, a perpetual easement to connect drain lines to and discharge, divert and channel water into the Storm Sewer.

- (4) Easement for Storm Water Basin. The Owner shall maintain ownership and control over the area designated on the site plan as "Area Reserved for Retention Basin" (the "Storm Water Basin") and grants unto the Village a non-exclusive appurtenant easement in, over, and through that portion of the Property for storm water discharge, subject to such rules, regulations and limitations as Owner may reasonably establish.

4. Streets. Owner, at its sole cost and expense, shall construct, in accordance with the Village's current standards, a roadway over and upon the Property in the location designated on the Site Plan. Once constructed, the roadway shall be known as Quinn Circle. Upon completion of said street according to the specifications of the Village, the Village will issue a "Certificate of Completion" that will indicate the Owner has complied with the design and construction specifications of the Village. Thereupon the Owner will offer the street for dedication, which dedication 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 of said street, excluding the cost of snow and ice control. After dedication of the roadway, the Village agrees to provide services to control snow and ice accumulation on the roadway and police protection services.

5. Jones Street. The parties acknowledge that the annexation and development of the Property will result in increased traffic on Jones Street and accordingly agree as follows:

A. Maintenance. The Village shall be responsible for maintaining and repairing Jones Street in its entirety from Wooster Road to the northeast corner of the Property (a portion of which is known as Hardy Township 322) (the "Road"), even though the south half of the Road will remain within the territory of Hardy Township.

B. Improvements/Alterations. The parties acknowledge the existence of two conditions on the Road, a knoll and a curve, which the parties agree should be addressed as the Property is developed to its completion. The Village agrees to use its best efforts to obtain funds through grants and other sources to be expended specifically for the purpose of eliminating the above-referenced road conditions either in whole or in part. Regardless of the amount and nature of the funds the Village is able to obtain for this purpose, the Village shall be solely responsible for making any improvements or alterations to the Road, which it deems necessary to address the issue of the curve. It is understood by the parties that the timing and nature of the alterations to the curve, if any, are entirely within the discretion of the Village. The issue of the knoll shall be addressed prior to the commencement by Owner of construction of phase II of the subdivision to be located on the Property, or within five years whichever is sooner. In the event that the Village, despite its best efforts, is unable to obtain funds to address the issue of the knoll prior to this time, Owner shall be responsible for the expense of addressing this issue. The Village and Owner shall mutually agree on all material, design and construction standards relative to the construction to be undertaken on the Road. The parties agree that the knoll shall be addressed by lowering the grade and alignment of the Road a maximum depth of three feet over a total distance of 400 feet. After completion of the excavation, the disturbed portion of the Road shall then be surfaced with the following materials: 4 inches of #304 limestone; 5 inches of #301 asphalt; 1 3/4 inches of #402 intermediate course; and 1 1/4 inches of surface course.

6. Performance Bond. In the event that Owner closes the sale of one or more lots in a particular phase of the development prior to completion of construction of the sewage pump station and the portion of Quinn Circle contained within the boundaries of that particular phase, Owner shall procure a performance bond in an amount equal to 150% of the estimated cost of the project insuring completion of construction of said improvements. Otherwise, no bond shall be required of Owner.

7. 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.

8. 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.

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

10. **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.

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

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

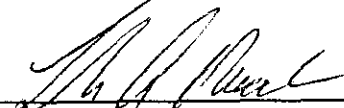
Executed this 9<sup>th</sup> day of September, 2003.

“Village”

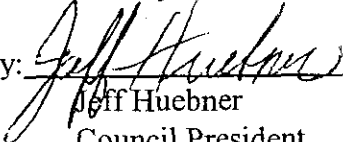
“Township”


Village of Millersburg, Ohio

Hardy Township Trustees

By:   
Leslie A. Roach  
Its Mayor

  
Richard Dye, Trustee


By:   
Jeff Huebner  
Council President

  
David Gerber, Trustee

“Owner”

  
David Crilow, Trustee

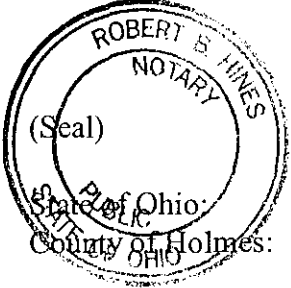
Jones Street Company, LLC  
an Ohio limited liability company

By:   
Melissa Biltz  
Its Managing Partner



State of Ohio:  
County of Holmes:

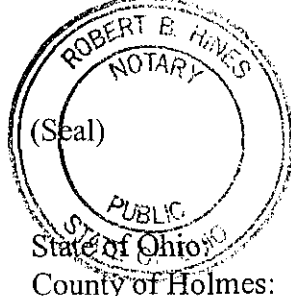
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2003, by Leslie A. Roach, Mayor, of the Village of Millersburg, Ohio.



Robert B. Hines  
Notary Public

ROBERT B. HINES  
Attorney-At-Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2003, by Jeff Huebner, Council President, of the Village of Millersburg, Ohio.



Robert B. Hines  
Notary Public

ROBERT B. HINES  
Attorney-At-Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2003, by Richard Dye, Trustee of the Hardy Township Trustees.

(Seal)

Richard Dye  
Notary Public my Comm Expires May 11, 2008

State of Ohio:  
County of Holmes:

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 2003, by David Gerber, Trustee of the Hardy Township Trustees.

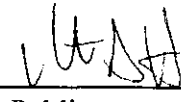
(Seal)

David Gerber  
Notary Public my Comm Expires May 11, 2008

State of Ohio:  
County of Holmes:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Sept, 2003, by David Crilow, Trustee of the Hardy Township Trustees.

(Seal)

  
\_\_\_\_\_  
Notary Public My Comm Expires May 11, 2008

State of Ohio:  
County of Holmes:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2003, by Melissa Biltz, Managing Partner of the Jones Street Company, LLC, an Ohio limited liability company.

(Seal)

  
\_\_\_\_\_  
Notary Public

MARK E. LEININGER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.

This instrument prepared by:  
Mark E. Leininger  
Attorney at Law  
138 East Jackson Street  
Millersburg, Ohio 44654  
(330)674-3055

**Exhibit A**

[legal description]

Ex.A to Res 2003-48 Pg. 9

Description 36.962 acre parcel

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

Being a part of Lot 36 of the First Quarter, Hardy Township, T-9 N, R-7 W, Holmes County, Ohio, also known as all of the lands conveyed unto Jones Street Company, LLC in O.R. vol. 126 page 250.

Described as follows:

Beginning at a point marking the northwest corner of lot 36 the TRUE POINT OF BEGINNING.

thence with the following ELEVEN (11) COURSES:

- 1) S 88 degrees 32' 40" E 1200.66 feet along the lot line to a point;
- 2) S 01 degrees 31' 23" W 49.92 feet along Roger Scott & Kathleen Sponsler's (Deed vol. 262 page 126) south line to a point;
- 3) S 88 degrees 30' 45" E 398.34 feet along said Sponsler's south line to a point;
- 4) S 03 degrees 19' 23" W 320.51 feet along said Sponsler's south line to a point;
- 5) S 86 degrees 42' 04" E 74.01 feet along said Sponsler's south line to a point in the center of Twp. Rd. 332;
- 6) S 04 degrees 35' 17" W 689.92 feet along the centerline of Twp. Rd. 332 to a point;
- 7) S 26 degrees 20' 59" W 96.04 feet along the centerline of Twp. Rd. 332 to a point;
- 8) N 88 degrees 38' 01" W 1075.45 feet along Arthur L. & Juanita F. Miller's (Deed vol. 248 page 578) north line to a point on Tracy A. McDowell's (Deed vol. 248 page 211) east line and on the Village of Millersburg corporation line;
- 9) N 01 degrees 35' 37" E 469.10 feet along said McDowell's east line and along said corp. line to a point;
- 10) N 88 degrees 35' 24" W 511.44 feet along said McDowell's north line and along said corp. line to a point on the lot line;
- 11) N 01 degrees 34' 29" E 681.85 feet along the lot line to the TRUE POINT OF BEGINNING.

This parcel contains 36.962 acres, but subject to all highways and easements of record.

See Holmes County Plat Book \_\_\_\_\_, page \_\_\_\_\_ for survey.  
This description prepared by Donald C. Baker P.S. 6938.

November 25, 2002.

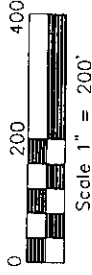
## Exhibit B

[Annexation Plat]

Ex A to Res. 2003-40 pg. 11

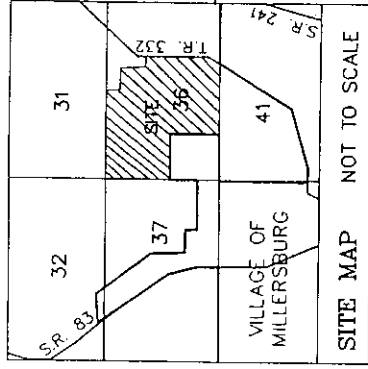
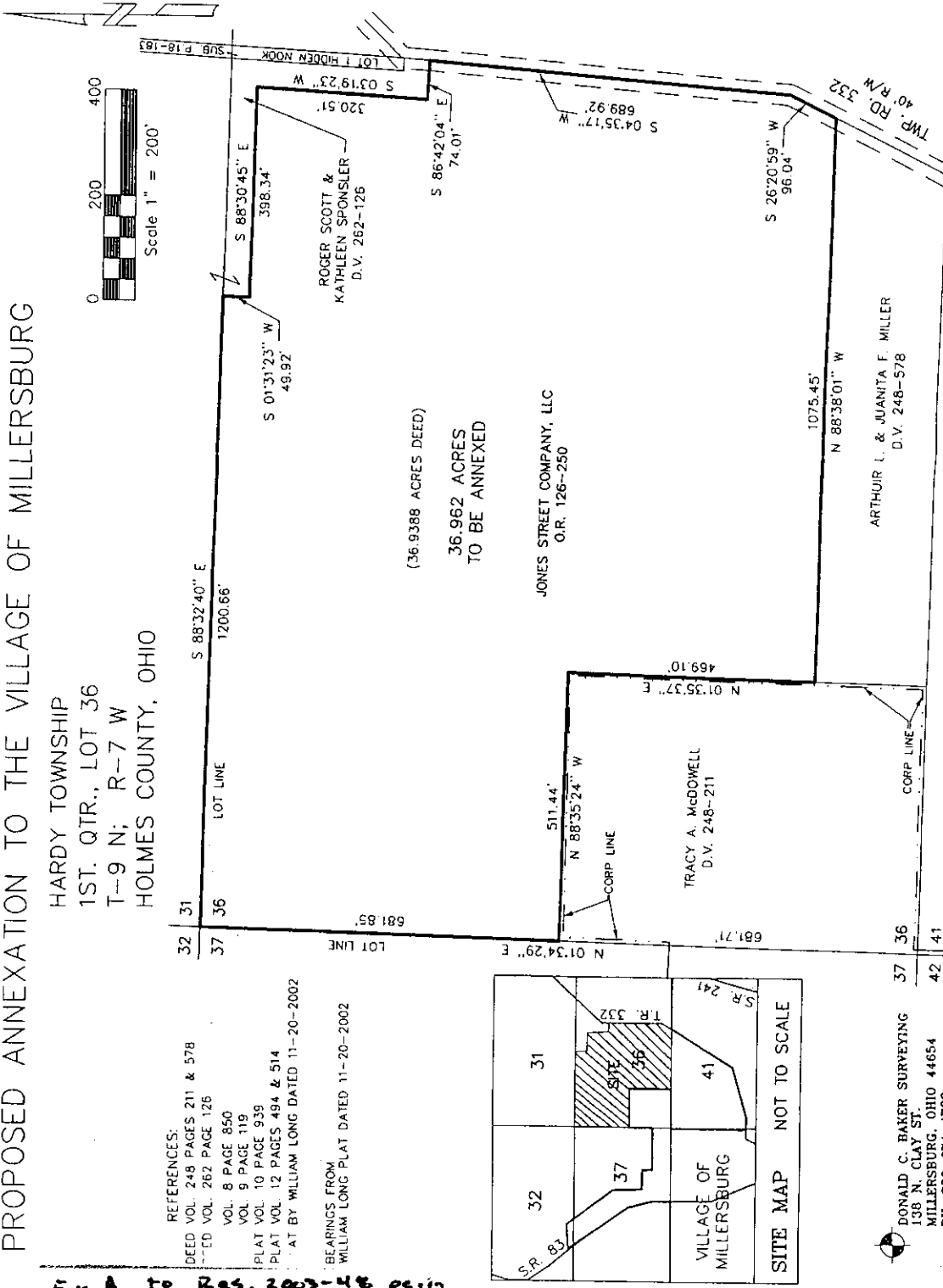
PROPOSED ANNEXATION TO THE VILLAGE OF MILLERSBURG

HARDY TOWNSHIP  
1ST. QTR., LOT 36  
T-9 N; R-7 W  
HOLMES COUNTY, OHIO



REFERENCES:  
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DEED VOL. 262 PAGE 126  
VOL. 8 PAGE 850  
VOL. 9 PAGE 119  
PLAT VOL. 10 PAGE 939  
PLAT VOL. 12 PAGES 494 & 514  
AT BY WILLIAM LONG DATED 11-20-2002

BEARINGS FROM  
WILLIAM LONG PLAT DATED 11-20-2002



APPROVAL OF THE HOLMES COUNTY COMMISSIONERS  
I HEREBY CERTIFY THAT THE HOLMES COUNTY COMMISSIONERS  
HAVE APPROVED THE DETACHMENT OF THIS TRACT OF LAND  
SHOWN HEREON, FROM HOLMES COUNTY, RESOLUTION # \_\_\_\_\_  
DAY OF \_\_\_\_\_

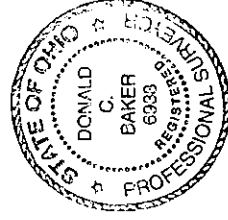
CHAIRMAN, COUNTY COMMISSIONERS

APPROVAL OF THE MILLERSBURG PLANNING COMMISSION  
I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION WAS  
APPROVED BY THE MILLERSBURG PLANNING COMMISSION  
AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

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 \_\_\_\_\_ DAY OF \_\_\_\_\_  
RESOLUTION # \_\_\_\_\_

VILLAGE CLERK



SURVEYOR'S CERTIFICATION  
I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED ON  
BEHALF OF THE PROPERTY OWNERS FROM WILLIAM LONG  
SURVEY DATED 11-20-2002, EXISTING SURVEYS AND DEEDS  
OF RECORD. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

*Donald C. Baker*  
DONALD C. BAKER P.S. 6938

File name: C:\JOBST\S-931-02\ERZ  
DATE: NOV 25, 2002

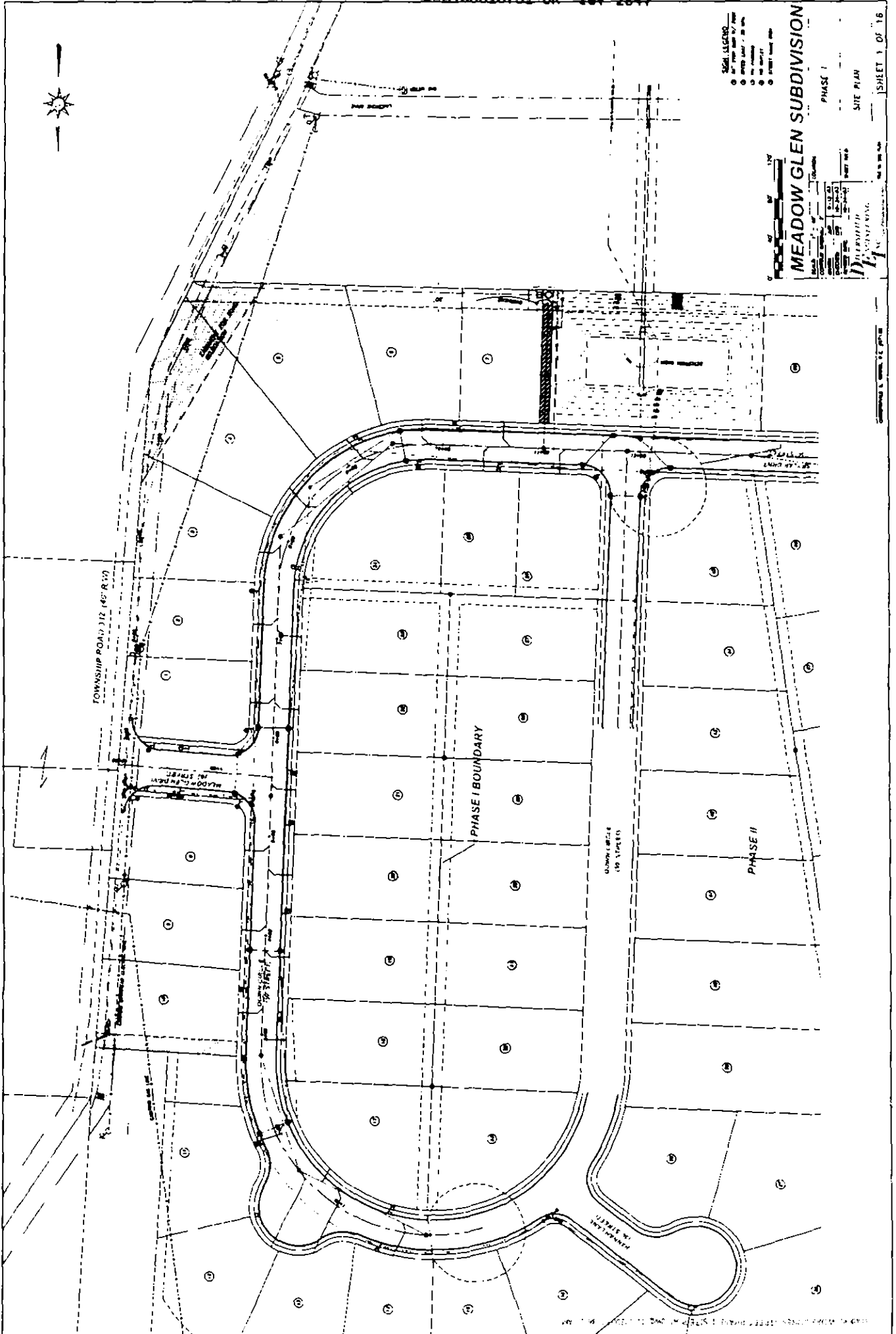
M.K.A to Res. 2003-48 pg.12

## Exhibit C

[site plan]







**Petition for Annexation  
(Expedited Type I)**

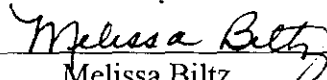
The undersigned ("Petitioner"), being the sole owner of the real property bearing Auditor's Permanent Parcel Number 06-01067 and being more fully described in Exhibit A, attached hereto and made a part hereof (the "Property") hereby petitions, pursuant to Ohio Revised Code Section 709.022, for the annexation 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 perimeter of the Property is attached hereto as Exhibit A and made a part hereof.
2. A plat map of the Property is 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. Melissa Biltz 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**

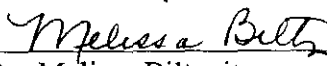
The undersigned, named herein agent for Petitioner, hereby acknowledges and accepts the appointment of agent for said Petitioner.

  
\_\_\_\_\_  
Melissa Biltz

**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.**

Petitioner,  
Jones Street Company, LLC

Date: Sept. 9, 2003

  
\_\_\_\_\_  
By: Melissa Biltz, it managing member

**Exhibit A**

[legal description]

Ex. B to Res. 2003-46 pg. 2

Description 36.962 acre parcel

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

Being a part of Lot 36 of the First Quarter, Hardy Township, T-9 N, R-7 W, Holmes County, Ohio, also known as all of the lands conveyed unto Jones Street Company, LLC in O.R. vol. 126 page 250.

Described as follows:

Beginning at a point marking the northwest corner of lot 36 the TRUE POINT OF BEGINNING.

thence with the following ELEVEN (11) COURSES:

- 1) S 88 degrees 32' 40" E 1200.66 feet along the lot line to a point;
- 2) S 01 degrees 31' 23" W 49.92 feet along Roger Scott & Kathleen Sponsler's (Deed vol. 262 page 126) south line to a point;
- 3) S 88 degrees 30' 45" E 398.34 feet along said Sponsler's south line to a point;
- 4) S 03 degrees 19' 23" W 320.51 feet along said Sponsler's south line to a point;
- 5) S 86 degrees 42' 04" E 74.01 feet along said Sponsler's south line to a point in the center of Twp. Rd. 332;
- 6) S 04 degrees 35' 17" W 689.92 feet along the centerline of Twp. Rd. 332 to a point;
- 7) S 26 degrees 20' 59" W 96.04 feet along the centerline of Twp. Rd. 332 to a point;
- 8) N 88 degrees 38' 01" W 1075.45 feet along Arthur L. & Juanita F. Miller's (Deed vol. 248 page 578) north line to a point on Tracy A. McDowell's (Deed vol. 248 page 211) east line and on the Village of Millersburg corporation line;
- 9) N 01 degrees 35' 37" E 469.10 feet along said McDowell's east line and along said corp. line to a point;
- 10) N 88 degrees 35' 24" W 511.44 feet along said McDowell's north line and along said corp. line to a point on the lot line;
- 11) N 01 degrees 34' 29" E 681.85 feet along the lot line to the TRUE POINT OF BEGINNING.

This parcel contains 36.962 acres, but subject to all highways and easements of record.

See Holmes County Plat Book \_\_\_\_\_, page \_\_\_\_\_ for survey.  
This description prepared by Donald C. Baker P.S. 6938.

November 25, 2002.

Ex. B to Res. 2003-48 pg. 3

## **Exhibit B**

[Annexation Plat]

Ex. B to Res. 2003-4B pg. 4

# PROPOSED ANNEXATION TO THE VILLAGE OF MILLERSBURG

HARDY TOWNSHIP  
 1ST. QTR., LOT 36  
 T-9 N; R-7 W  
 HOLMES COUNTY, OHIO



REFERENCES:  
 DEED VOL. 248, PAGES 211 & 578  
 DEED VOL. 282, PAGE 126  
 VOL. 8, PAGE 850  
 VOL. 9, PAGE 119  
 PLAT VOL. 10, PAGE 939  
 PLAT VOL. 12, PAGES 494 & 514  
 AT BY WILLIAM LONG DATED 11-20-2002

BEARINGS FROM  
 WILLIAM LONG PLAT DATED 11-20-2002

Ex. B to Res. 2003-48 Pg. 5

APPROVAL OF THE HOLMES COUNTY COMMISSIONERS  
 I HEREBY CERTIFY THAT THE HOLMES COUNTY COMMISSIONERS  
 HAVE APPROVED THE DETACHMENT OF THIS TRACT OF LAND  
 SHOWN HEREON, FROM HOLMES COUNTY, RESOLUTION # \_\_\_\_\_  
 DAY OF \_\_\_\_\_

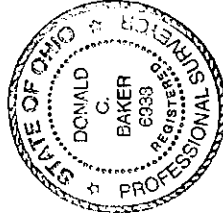
CHAIRMAN, COUNTY COMMISSIONERS

APPROVAL OF THE MILLERSBURG PLANNING COMMISSION  
 I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION WAS  
 APPROVED BY THE MILLERSBURG PLANNING COMMISSION  
 AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

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 \_\_\_\_\_ DAY OF \_\_\_\_\_

VILLAGE CLERK

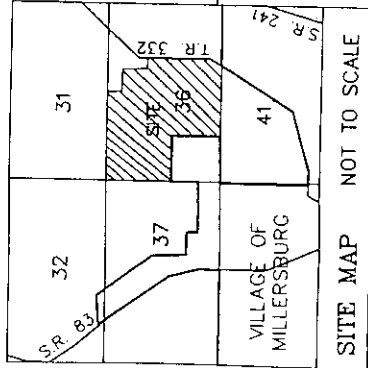
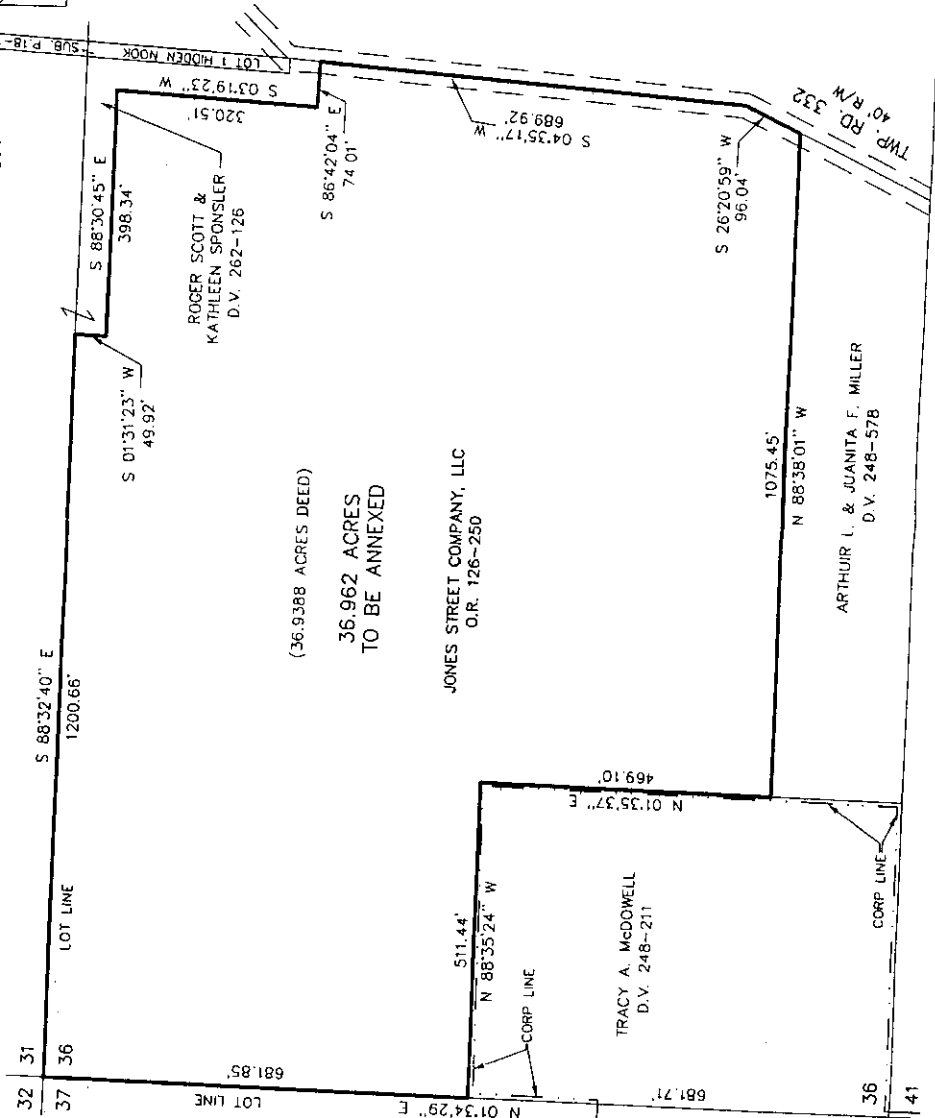


SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED ON  
 BEHALF OF THE PROPERTY OWNERS FROM WILLIAM LONG  
 SURVEY, DATED 11-20-2002, EXISTING SURVEYS AND DEEDS  
 OF RECORD, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Donald C. Baker  
 DONALD C. BAKER P.S. 6938

File name: C:\JOBS\15-931-02\ERZ  
 DATE: NOV. 25, 2002



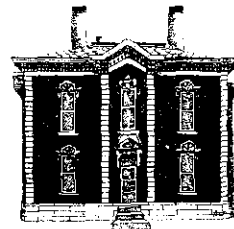
DONALD C. BAKER SURVEYING  
 138 N. CLAY ST.  
 MILLERSBURG, OHIO 44654  
 PH. 330-674-4788  
 FAX 330-674-6027

EXHIBIT C TO RESOLUTION 2003-48



# HOLMES COUNTY COMMISSIONERS

2 COURT STREET, SUITE 14  
MILLERSBURG, OHIO 44654-2001  
PHONE (330) 674-0286 FAX (330) 674-0566  
E-MAIL: HCC@VALKYRIE.NET



WEBPAGE: WWW.HOLMESCOUNTY.COM/COMMISSIONERS/

**Resolution # 09-15-03-2**

## **A RESOLUTION GRANTING THE ANNEXATION INTO MILLERSBURG VILLAGE WITHOUT HOLDING A HEARING, ORC SECTION 709.022**

**WHEREAS**, Chapter 709. of the Ohio Revised Code provides for the annexation of land into incorporated Villages upon application to the Board of County Commissioners; and

**WHEREAS**, on September 09, 2003, the **VILLAGE OF MILLERSBURG** by and through its Mayor and Council President; and the **TOWNSHIP OF HARDY** by and through its Board of Trustees; and **JONES STREET COMPANY, LLC** by and through its Managing Partner entered into an **ANNEXATION AGREEMENT**, a copy of which attached hereto and incorporated herein by reference, providing for the annexation of certain property located within the Township to the Village; and

**WHEREAS**, the **ANNEXATION AGREEMENT** is entered pursuant to Ohio Revised Code 709.021 and 709.022; and

**WHEREAS**, the **ANNEXATION AGREEMENT** is accompanied by a **PETITION FOR ANNEXATION (EXPEDITED TYPE I)**, a copy of which is attached hereto and incorporated herein by reference, executed by the Petitioner **JONES STREET COMPANY, LLC**, and the petition contains the waiver of appeal language contained within Ohio Revised Code 709.022(B); and

**WHEREAS**, the **ANNEXATION AGREEMENT** and **PETITION FOR ANNEXATION** were filed with the Board of Holmes County Commissioners on September 11, 2003, and the next regular session of said Board is September 15, 2003; and

**WHEREAS**, Ohio Revised Code 709.022 provides that upon the filing of such a petition and agreement, "the Board of County Commissioners, at the Board's next regular session, shall enter upon its journal a resolution granting the annexation, without holding a hearing";

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, County of Holmes, State of Ohio, does hereby **GRANT** the annexation as contained in the Petition and accompanying Agreement, and does hereby **ORDER** the Clerk to enter the same upon the Journal.

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

Richard A. Graven Richard A. Graven  yes/no

David L. Hall David L. Hall  yes/no

Joe D. Miller Joe D. Miller  yes/no

The preceding Resolution is a true and exact copy of a Resolution adopted during the regular business day of September 15, 2003 and is recorded in Commissioners Journal 38 under that date.

Susan L. Haun  
Susan L. Haun, Clerk to the Board



**Jones Street Company, LLC**  
**36.9388 Acre Parcel (# 06-01067.000) in Lot 36 1<sup>st</sup> Quarter Hardy Twp.**  
**Official Record Vol. 126, Page 250**

Contiguous Parcels:

<u>Owner Name</u>	<u>Tax Mailing Address</u>	<u>Parcel #</u>	<u>Deed Vol./Pg.</u>	<u>Acreage</u>	<u>Notes</u>
Roger Scott Sponsler & Kathleen Sponsler	5707 TR 332 Millersburg, OH 44654	06-01033.000	D.V. 262/126	29.083	N
Roger Scott Sponsler & Kathleen Sponsler	5707 TR 332 Millersburg, OH 44654	06-01067.001	D.V. 262/126	.913	N/E Map H23, #13
Ruby Miller	164 North Clay St. Millersburg, OH 44654	06-01066.000	D.V. 231/394 D.V. 246/374	.7222	N/E Map H23, #14
Elmer L. & Pauline Weber	5804 TR 332 Millersburg, OH 44654	06-00868.000	D.V. 154/159	3.64	N/E
Avant Company	11 Lincoln Way W #5A Massilon, OH 44647	06-00084.000	D.V. 224/789	8.879	E
Larry W. Anderson	Same	06-00084.001	O.R. 44/800	1.223	E Map H23, #18
Avant Company	Same	06-00085.000	D.V. 224/789	12.408	SE
Arthur L. & Juanita F. Miller	100 Woodland Drive Millersburg, OH 44654	06-01067.003	D.V. 248/578	5.001	S

**Ex. C to Res. 2007-48 p. 3**

Tracey A. McDowell	1073 Wooster Road Millersburg, OH 44654	07-01723.000	D.V. 248/211	8.0	SW
John Todd Maxwell	1583 SW 191 Ave. Pembroke Pines, FL 33029	06-01127.002	O.R. 18/454 O.R. 67/268	5.256	W Fairview Acres
Gene Richard Menez & Vicky Green Menez	8002 Private Road 340 Millersburg, OH 44654	06-00471.000 06-00472.000	D.V. 177/334	9.34 2.57	NW 11.91 Ac. on Tax Map

Ex. C to Res. 2003-98 pg. 4

ATTACHMENT TO RESOLUTION # 09-15-03-2

**Petition for Annexation  
(Expedited Type I)**

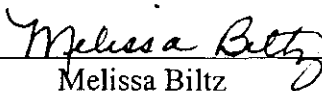
The undersigned ("Petitioner"), being the sole owner of the real property bearing Auditor's Permanent Parcel Number 06-01067 and being more fully described in Exhibit A, attached hereto and made a part hereof (the "Property") hereby petitions, pursuant to Ohio Revised Code Section 709.022, for the annexation 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 perimeter of the Property is attached hereto as Exhibit A and made a part hereof.
2. A plat map of the Property is 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. Melissa Biltz 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 for said Petitioner.

  
Melissa Biltz

**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.**

Petitioner,  
Jones Street Company, LLC

Date: Sept. 9, 2003

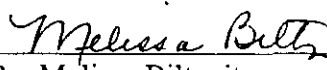
  
By: Melissa Biltz, it managing member

EXHIBIT C TO RESOLUTION 2003-48, PG. 5

EXHIBIT A TO PETITION

Description 36.962 acre parcel

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

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thence with the following ELEVEN (11) COURSES:

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This parcel contains 36.962 acres, but subject to all highways and easements of record.

See Holmes County Plat Book 18, page 885 for survey.  
This description prepared by Donald C. Baker P.S. 6938.

November 25, 2002.

REVIEWED 2/2/04 Lg  
HOLMES CO TAX MAP  
Legal Description Only  
Plat Required



1st reading 11/24/03

2nd reading 11/24/03

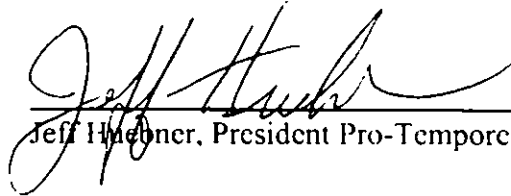
3rd reading 11/24/03

Passed: November 24, 2003

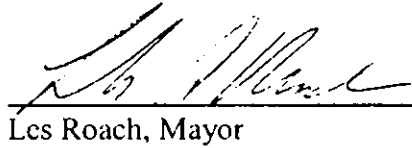
Vote: All yea

Attest:

  
Kafon Shaffer, Clerk-Treasurer

  
Jeff Hiebner, President Pro-Tempore

Approved: November 24, 2003

  
Les Roach, Mayor

200400028732  
VILLAGE OF  
MILLERSBURG  
MILLERSBURG, OH

prepared by: Robert Hines  
Attorney