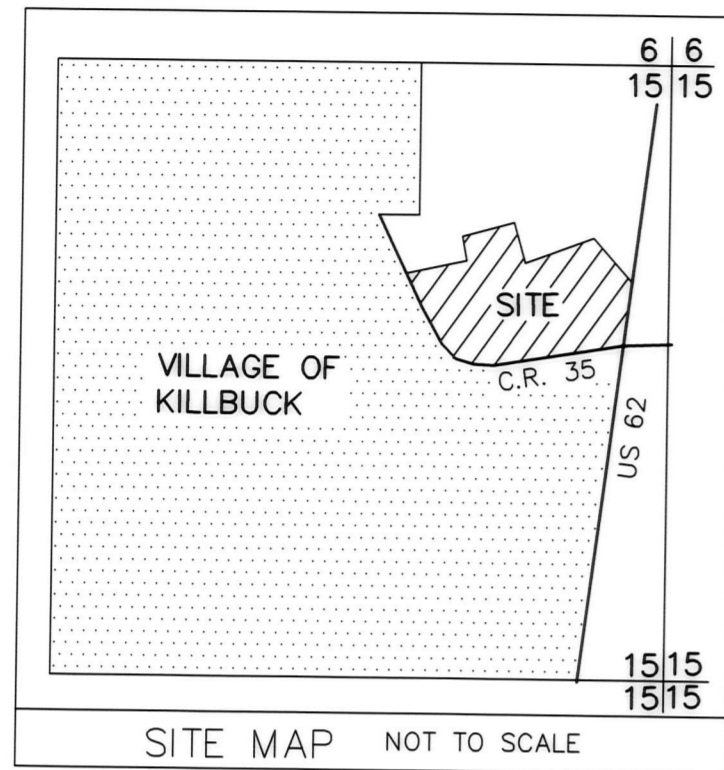


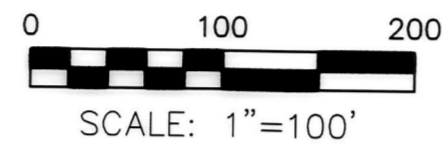
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 HOLMES COUNTY, OH
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OR 256 Pg 6028

PROPOSED ANNEXATION TO THE VILLAGE OF KILLBUCK

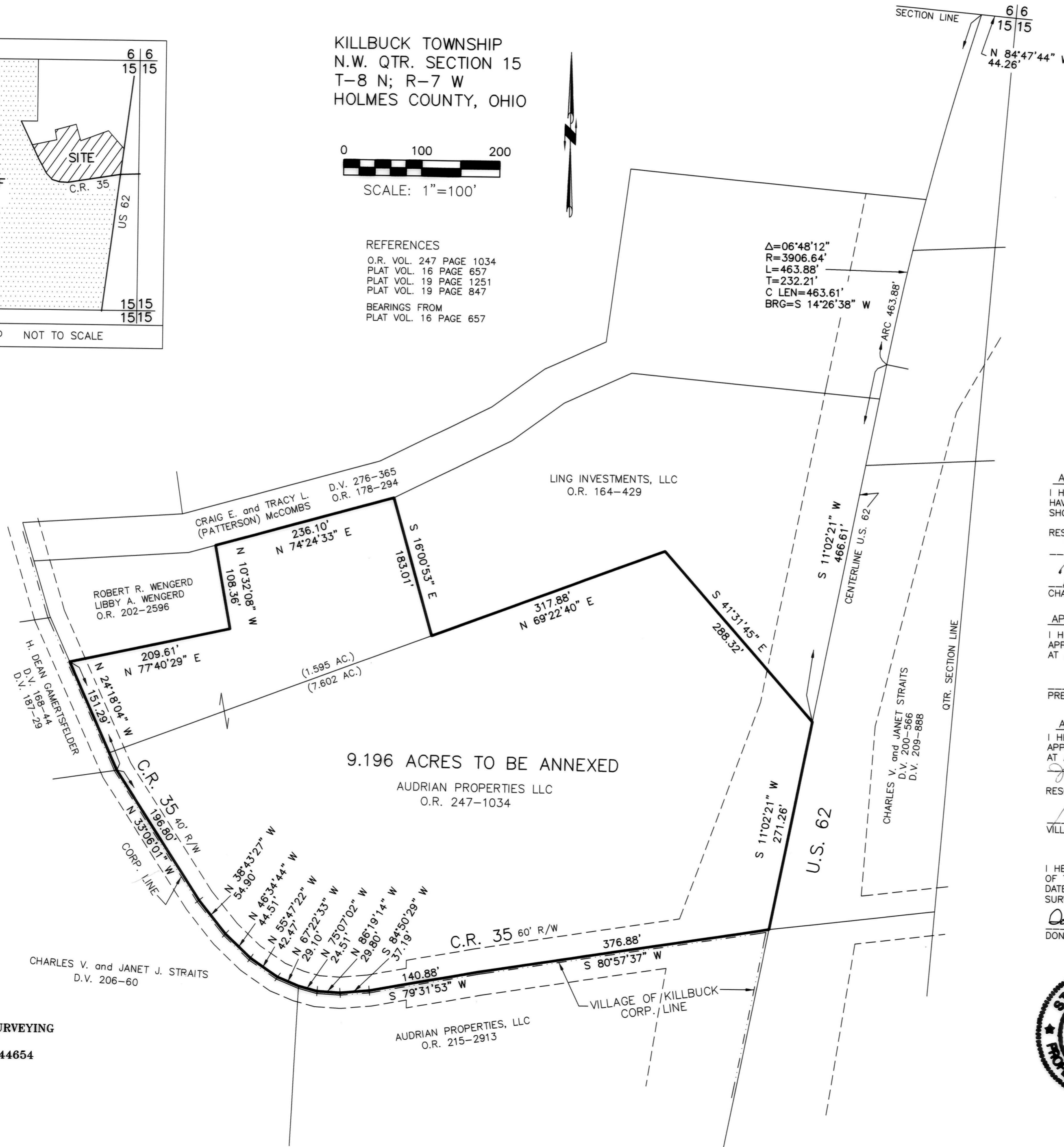


KILLBUCK TOWNSHIP
 N.W. QTR. SECTION 15
 T-8 N; R-7 W
 HOLMES COUNTY, OHIO



REFERENCES

O.R. VOL. 247 PAGE 1034
 PLAT VOL. 16 PAGE 657
 PLAT VOL. 19 PAGE 1251
 PLAT VOL. 19 PAGE 847
 BEARINGS FROM
 PLAT VOL. 16 PAGE 657



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 # 03-14-16-1
14th DAY OF March, 2016

Barbara D. Lynn
 CHAIRMAN, COUNTY COMMISSIONERS

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

JGO
 PRESIDENT, KILLBUCK PLANNING COMMISSION

APPROVAL OF THE KILLBUCK VILLAGE COUNCIL
 I HEREBY CERTIFY THAT THIS PLAT FOR ANNEXATION WAS
 APPROVED BY THE VILLAGE COUNCIL OF KILLBUCK, OHIO
 AT A MEETING HELD ON THE 16th DAY OF
June 2016

RESOLUTION # 2016-04
Ada Burick
 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 1-30-1998 & 2-8-2008 AND EXISTING DEEDS AND
 SURVEYS OF RECORD.

Donald C. Baker 2-5-2014
 DONALD C. BAKER P.S. 6938 DATE



TRANSFER NOT NECESSARY
 DATE June 29, 2016
 AUDITOR Jackie McKay

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

Official Record 256-6028

B: 256 P: 6028
FILED FOR RECORD IN
HOLMES COUNTY, OH
ANITA HALL, COUNTY RECORDER
06/29/2016 1:14 PM
RESOLUTION . 260.00
PAGES: 31

RESOLUTION NO. 2016-04

A RESOLUTION BY THE VILLAGE OF KILLBUCK ACCEPTING ANNEXATION

WHEREAS, Audrian Properties, LLC filed with the Holmes County Commissioners a Petition for Annexation to annex 9.197 acres of land to the Village of Killbuck, which Petition for Annexation is attached hereto as Exhibit A;

WHEREAS, on March 14, 2016, the Holmes County Commissioners approved the Petition for Annexation through Resolution; and

WHEREAS, Ohio Revised Code Section 709.04 requires that the Village accept or reject the Petition for Annexation at the next regular session of the legislative authority of the Village, after the expiration of sixty days from the date of delivery by the Board of County Commissioners.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF KILLBUCK, STATE OF OHIO:

SECTION 1: The certified record of the proceedings for annexation, with an accurate map of the territory, together with the petition for annexation and other papers relating to the proceedings of the County Commissioners, are on file with the Clerk of this Village and have been for more than sixty days. The Petition for Annexation along with the accompanying map was placed in front of Council by the Clerk of the Village of Killbuck.

SECTION 2: The proposed annexation as applied for in the Petition for Annexation of Audrian Properties, LLC, approved for annexation to the Village of Killbuck by the Holmes County Commissioners on March 14, 2016, is hereby accepted. The territory to be annexed is described as follows:

See attached Exhibit B.

SECTION 3: Pursuant to Ohio Revised Code Section 709.06, the Village Clerk is directed to make three copies containing the petition, the map or plat accompanying the petition, the proceedings of the Board of the Holmes County Commissioners, and the Village Resolutions in relation to the annexation, with a certificate to each copy that it is correct. The Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder and one copy to the Secretary of State. Pursuant to Ohio Revised Code Section 709.011, within thirty days after the effective date of the annexation, the Clerk shall notify in writing the Holmes County Board of Elections of the annexation.

SECTION 4: It is found and determined that all formal actions of this Council

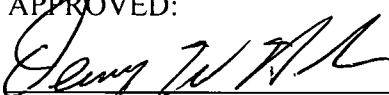


concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council were in meetings open to the public, in compliance with law.

SECTION 5: This Resolution shall take effect at the earliest time allowed by law.

Passed at a regular meeting of the Killbuck Village Council duly convened with a quorum present this 6th day of June, 2016.


TIM CARTER
PRESIDENT OF COUNCIL

APPROVED:

Denny W. Hahn
MAYOR

ATTEST:

Nyla Burick
CLERK/TREASURER

EXHIBIT A
AUDRIAN PROPERTIES LLC'S PETITION FOR ANNEXATION

PETITION FOR ANNEXATION

To the Board of Commissioners of Holmes County, State of Ohio

The undersigned, being all of the owners of real estate in the following described territory within the County of Holmes and adjacent to the Village of Killbuck, Ohio, petitions the Board of Commissioners of Holmes County, Ohio, to annex the territory described below to the Village of Killbuck. The territory to be annexed is fully described as follows:

See attached Exhibit A.

The Tax Account Numbers are: 08-00814.000 and 08-00814.004.

The parcels described herein for annexation consist of 9.197 acres. An accurate map of this territory is attached hereto and incorporated herein as a part of this Petition as Exhibit B.

An Annexation Agreement entered into as of February 29, ~~2015~~²⁰¹⁶ by and among the Village of Killbuck, the Killbuck Township Trustees, and Audrian Properties LLC is attached hereto and incorporated herein as a part of this Petition as Exhibit C.


J. Douglas Drushal and Matthew A. Long, 225 North Market Street, Wooster, Ohio 44691, are hereby appointed and authorized to act as agents for the undersigned petitioner in securing such annexation each with full power and authority hereby granted to said agents to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area; to substitute an agent; to do any and all things essential thereto and to take any action necessary for obtaining the granting of this petition. Said amendment, alteration, change, correction, withdrawal, refile, substituting, compromise, increase or deletion, or other actions for granting of this petition shall be made in the petition, description and/or plat by said agents without further expressed consent of petitioner.

The total number of owners of real estate in the above-described territory is one (1).

[Remainder of page intentionally left blank.]

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

Audrian Properties LLC

By: 
Curtis Murray, Jr. Member

Date: 2/29/2016 ~~2/29/2016~~

**LIST OF ALL TRACTS, LOTS AND PARCELS IN THE
TERRITORY PROPOSED FOR ANNEXATION AND ADJACENT
TO THAT TERRITORY OR DIRECTLY ACROSS THE ROAD FROM IT**

Owner Name	Mailing Address	Permanent Parcel Number
Audrian Properties LLC	9831 CR 35, Killbuck, OH 44637	0800814.000
Audrian Properties LLC	9831 CR 35, Killbuck, OH 44637	0800814.004
Craig E. McCombs and Tracy L. McCombs	9879 CR 35, Killbuck, OH 44637	0800814.003
Ling Investments LLC	9871 CR 35, Killbuck, OH 44637	0800814.006
Robert R. Wengerd and Libby A. Wengerd	9871 CR 35, Killbuck, OH 44637	0800814.007
Charles V. Straits and Janet J. Straits	P.O. Box 143, Millersburg, OH 44654	0800646.000
Norman L. Sigler and Patricia A. Sigler	P.O. Box 153, Killbuck, OH 44637	0800757.000
Audrian Properties LLC	20 Straits Ln, Killbuck, OH 44637	0900451.001
Charles V. Straits and Janet J. Straits	P.O. Box 143, Millersburg, OH 44654	0900451.000
H. Dean Gamertsfelder	399 E. Grover Street, Killbuck, OH 44637	0900124.000
Raymond C. Moore	385 Grover Street, Killbuck, OH 44637	0900202.000

**EXHIBIT A
PROPERTY DESCRIPTION**

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

Being a part of the northwest quarter of Section 15, Killbuck Township, T-8N, R-7W, Holmes County, Ohio, also known as all of the lands conveyed to Audrian Properties, LLC in Official Record vol. 247 page 1034. Described as follows:

Commencing at a point marking the northeast corner of the northwest quarter of Section 15, thence N 84 degrees 47' 44" W 44.26 feet along the section line to a point in the center of U.S. 62, thence along a curve to the left having a delta angle of 06 degrees 48' 12", R-3906.64 feet, T-232.21 feet, Ch. Brg.-S 14 degrees 26' 38" W, Ch.-463.61 feet along the centerline of U.S. 62 an arc distance of 463.88 feet to a point, thence S 11 degrees 02' 21" W 466.61 feet along the centerline of U.S. 62 to a point the TRUE POINT OF BEGINNING;

thence with the following EIGHTEEN (18) COURSES:

- 1) S 11 degrees 02' 21" W 271.26 feet along the centerline U.S. 62 to a point in the center of C.R. 35;
- 2) S 80 degrees 57' 37" W 376.88 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 3) S 79 degrees 31' 53" W 140.88 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 4) S 84 degrees 50' 29" W 37.19 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 5) N 86 degrees 19' 14" W 29.80 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 6) N 75 degrees 07' 02" W 24.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 7) N 67 degrees 22' 33" W 29.10 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 8) N 55 degrees 47' 22" W 42.47 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 9) N 46 degrees 34' 44" W 44.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 10) N 38 degrees 43' 27" W 54.90 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 11) N 33 degrees 06' 01" W 196.80 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 12) N 24 degrees 18' 04" W 151.29 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 13) N 77 degrees 40' 29" E 209.61 feet along Robert R. Wengerd and Libby A. Wengerd's (O.R. vol. 202 page 2596) south line to a point;
- 14) N 10 degrees 32' 08" W 108.36 feet along said Wengerd's east line to a point on Craig E. and Tracy L. (Patterson) McCombs's (O.R. vol. 178 page 294) south line;
- 15) N 74 degrees 24' 33" E 236.10 feet along said McCombs's south line to a point;
- 16) S 16 degrees 00' 53" E 183.01 feet along Ling Investments, LLC's (O.R. vol. 164 page 429) west line to a point;
- 17) N 69 degrees 22' 40" E 317.88 feet along said Ling Investments, LLC's south line to a point;
- 18) S 41 degrees 31' 45" E 288.32 feet along said Ling Investments, LLC's south line to the TRUE POINT OF BEGINNING.

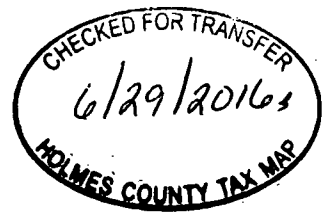
The proposed annexation contains 9.196 acres but subject to all highways and easements of record.

1823

Being all of a 1.595 acres tract and a 7.602 acre tract conveyed to Audrian Properties LLC in Official Record vol. 247 page 1034.

Bearings from Plat vol. 16 page 657.

See Holmes County Plat Book 19, page 2998 for survey.
This survey made and description prepared by Donald C. Baker, P.S. 6938
January 31, 2014



2823

**EXHIBIT C
ANNEXATION AGREEMENT**

4820-7744-5656, v. 2

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 29 day of February, ~~2015~~ ²⁰¹⁶, pursuant to Ohio Revised Code Sections 709.021 and 709.022, by and among the **Village of Killbuck, Ohio**, an Ohio municipal corporation ("Village"), the **Trustees of Killbuck Township, Ohio**, a political subdivision of the State of Ohio ("Township"), and **Audrian Properties LLC**, an Ohio limited liability company ("Owner") with reference to the following facts:

RECITALS

- A. Owner is the owner in fee simple of 9.197 acres of real property described in Exhibit A attached hereto and made a part hereof ("Property"). A plat map of the Property is attached hereto as Exhibit B and made a part hereof;
- B. Owner desires to develop the Property for use in Owner's manufacturing business;
- C. 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;
- D. Soon hereafter, Owner is filing with the Board of Commissioners of Holmes County, Ohio a Petition for Annexation pursuant to Ohio Revised Code Sections 709.021 and 709.022; and
- E. 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.

AGREEMENT

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 Killbuck, Holmes County, Ohio and the corporate limits of the Village of Killbuck shall be extended to include and encompass the Property.
2. **Zoning.** Once annexed, and upon approval by the Village Council of a zoning plan submitted by Owner, the Property shall be classified for zoning purposes in the Industrial District. Owner acknowledges that in order for the Property to be classified as part of the Industrial District, such classification must be approved by the Village Council.

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. Owner shall be responsible for obtaining any 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 the 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 Owner and connection of these systems to the Village facilities, the Village shall be responsible for providing water and sewage utility services to the Property upon the same terms and conditions that the services are provided to others within the Village. The Village's obligation to provide water and sewage utility services is conditioned on the Owner paying the fees and charges for such services as established by ordinance or other action of the Village from time to time.
 - 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.
 - D. **Storm Water.** All improvements constructed on the Property by Owner, including, but not limited to driveways and the dwelling shall be designed to channel or divert surface water to the village storm sewer for dispersal.
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, 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 foregoing remedies are expressly provided in Section 709.192(E) of the Ohio Revised Code. The parties agree that they shall exhaust all other available remedies before pursuing termination of the agreement.

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

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

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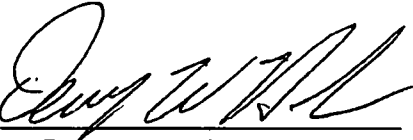
Executed this 29 day of February, ~~2015~~ ²⁰¹⁶.

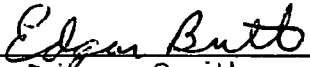
VILLAGE


TOWNSHIP

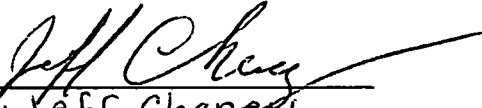
Village of Killbuck, Ohio

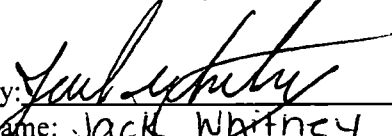
Killbuck Township Trustees

By: 
Name: Denny W. Hahn
Title: Mayor

By: 
Name: Edgar Britt
Title: Trustee

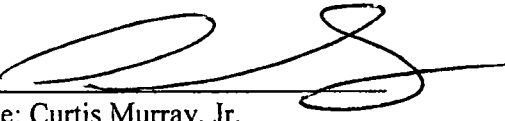
By: 
Name: Rick Allison
Title: Council President

By: 
Name: Jeff Chaney
Title: Trustee

By: 
Name: Jack Whitney
Title: Trustee

OWNER

Audrian Properties LLC

By: 
Name: Curtis Murray, Jr.
Title: Member

State of Ohio:
County of Holmes:

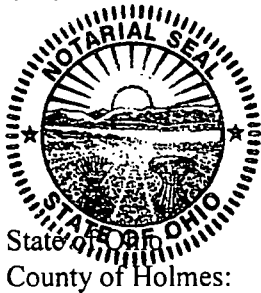
The foregoing instrument was acknowledged before me this 26 day of October, 2015, by Denny W. Hahn, Mayor, of the Village of Killbuck, Ohio.



Holly B Rabatin
Notary Public, State Of Ohio
My Commission Expires
October 11, 2016

Holly B Rabatin
Notary Public

The foregoing instrument was acknowledged before me this 26 day of October, 2015, by Rick Allison, Council President, of the Village of Killbuck, Ohio.



Holly B Rabatin
Notary Public, State Of Ohio
My Commission Expires
October 11, 2016

Holly B Rabatin
Notary Public

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Edgar Britt, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Jeff Chaney, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Jack Whitney, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 29 day of February, ~~2015~~ 2016, by Curtis Murray, Jr., Member of Audrian Properties LLC, an Ohio limited liability company.

Paul
Notary Public

Jeff Douglas Drushal, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R. C.

This instrument prepared by:
J. Douglas Drushal, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
225 N. Market Street
Wooster, Ohio 44691
(330)264-4444

**EXHIBIT B
PROPERTY DESCRIPTION**

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

Being a part of the northwest quarter of Section 15, Killbuck Township, T-8N, R-7W, Holmes County, Ohio, also known as all of the lands conveyed to Audrian Properties, LLC in Official Record vol 247 page 1034. Described as follows:

Commencing at a point marking the northeast corner of the northwest quarter of Section 15, thence N 84 degrees 47' 44" W 44.26 feet along the section line to a point in the center of U.S. 62, thence along a curve to the left having a delta angle of 06 degrees 48' 12", R-3906.64 feet, T-232.21 feet, Ch. Brg.-S 14 degrees 26' 38" W, Ch.-463.61 feet along the centerline of U.S. 62 an arc distance of 463.88 feet to a point, thence S 11 degrees 02' 21" W 466.61 feet along the centerline of U.S. 62 to a point the TRUE POINT OF BEGINNING;

thence with the following EIGHTEEN (18) COURSES:

- 1) S 11 degrees 02' 21" W 271.26 feet along the centerline U.S. 62 to a point in the center of C.R. 35;
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- 3) S 79 degrees 31' 53" W 140.88 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
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- 6) N 75 degrees 07' 02" W 24.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 7) N 67 degrees 22' 33" W 29.10 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 8) N 55 degrees 47' 22" W 42.47 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 9) N 46 degrees 34' 44" W 44.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 10) N 38 degrees 43' 27" W 54.90 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 11) N 33 degrees 06' 01" W 196.80 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 12) N 24 degrees 18' 04" W 151.29 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 13) N 77 degrees 40' 29" E 209.61 feet along Robert R. Wengerd and Libby A. Wengerd's (O.R. vol. 202 page 2596) south line to a point;
- 14) N 10 degrees 32' 08" W 108.36 feet along said Wengerd's east line to a point on Craig E. and Tracy L. (Patterson) McCombs's (O.R. vol. 178 page 294) south line;
- 15) N 74 degrees 24' 33" E 236.10 feet along said McCombs's south line to a point;
- 16) S 16 degrees 00' 53" E 183.01 feet along Ling Investments, LLC's (O.R. vol. 164 page 429) west line to a point;
- 17) N 69 degrees 22' 40" E 317.88 feet along said Ling Investments, LLC's south line to a point;
- 18) S 41 degrees 31' 45" E 288.32 feet along said Ling Investments, LLC's south line to the TRUE POINT OF BEGINNING.

The proposed annexation contains 9.196 acres but subject to all highways and easements of record.

1825

Being all of a 1.595 acres tract and a 7.602 acre tract conveyed to Audrian Properties LLC in Official Record vol. 247 page 1034.

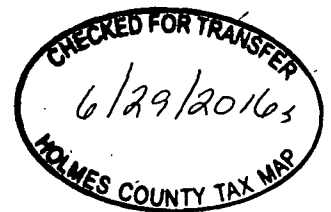
Bearings from Plat vol. 16 page 657.

See Holmes County Plat Book 19, page 2998 for survey.
This survey made and description prepared by Donald C. Baker, P.S. 6938
January 31, 2014

TRANSFER NOT NECESSARY

DATE June 29, 2016

AUDITOR Jackie McKeel
JM

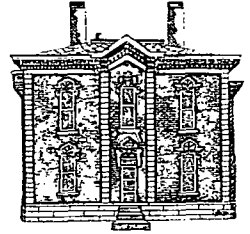


2723



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 #03-14-16-1

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

WHEREAS, Audrian Properties, LLC, an Ohio Limited Liability Company are the sole owners of 9.197 acres per current deed, 9.196 acres per more recent boundary survey dated February 05, 2014 ("the Property") located in Killbuck Township, Holmes County Ohio accurately depicted and described on the attached Exhibits A, B, and C (Annexation Agreement); and

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

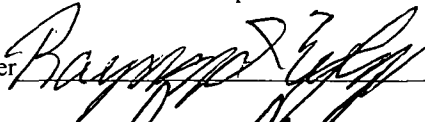


WHEREAS, said petition contains the signatures of 100% of the owners of said property who consent to the annexation and includes in bold faced typed a warning that the Owners have waived their right to appeal any action taken by the County Commissioners on said Petition, and

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 Killbuck 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 Killbuck.

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

Raymond Eyer		<input checked="" type="radio"/> yes/no
Joe D. Miller		<input checked="" type="radio"/> yes/no
Rob Ault		<input checked="" type="radio"/> 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 March 14, 2016 and recorded in Commissioners Journal 48 under that date.

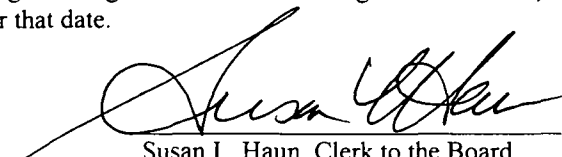

Susan L. Haun, Clerk to the Board
Holmes County Board of Commissioners

Exhibit A

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

Being a part of the northwest quarter of Section 15, Killbuck Township, T-8N, R-7W, Holmes County, Ohio, also known as all of the lands conveyed to Audrian Properties, LLC in Official Record vol. 247 page 1034. Described as follows:

Commencing at a point marking the northeast corner of the northwest quarter of Section 15, thence N 84 degrees 47' 44" W 44.26 feet along the section line to a point in the center of U.S. 62, thence along a curve to the left having a delta angle of 06 degrees 48' 12", R-3906.64 feet, T-232.21 feet, Ch. Brg.-S 14 degrees 26' 38" W, Ch.-463.61 feet along the centerline of U.S. 62 an arc distance of 463.88 feet to a point, thence S 11 degrees 02' 21" W 466.61 feet along the centerline of U.S. 62 to a point the TRUE POINT OF BEGINNING;

thence with the following EIGHTEEN (18) COURSES:

- 1) S 11 degrees 02' 21" W 271.26 feet along the centerline U.S. 62 to a point in the center of C.R. 35;
- 2) S 80 degrees 57' 37" W 376.88 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 3) S 79 degrees 31' 53" W 140.88 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 4) S 84 degrees 50' 29" W 37.19 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 5) N 86 degrees 19' 14" W 29.80 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 6) N 75 degrees 07' 02" W 24.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 7) N 67 degrees 22' 33" W 29.10 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 8) N 55 degrees 47' 22" W 42.47 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 9) N 46 degrees 34' 44" W 44.51 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 10) N 38 degrees 43' 27" W 54.90 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 11) N 33 degrees 06' 01" W 196.80 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 12) N 24 degrees 18' 04" W 151.29 feet along the centerline of C.R. 35 and along the Village of Killbuck corporation line to a point;
- 13) N 77 degrees 40' 29" E 209.61 feet along Robert R. Wengerd and Libby A. Wengerd's (O.R. vol. 202 page 2596) south line to a point;
- 14) N 10 degrees 32' 08" W 108.36 feet along said Wengerd's east line to a point on Craig E. and Tracy L. (Patterson) McCombs's (O.R. vol. 178 page 294) south line;
- 15) N 74 degrees 24' 33" E 236.10 feet along said McCombs's south line to a point;
- 16) S 16 degrees 00' 53" E 183.01 feet along Ling Investments, LLC's (O.R. vol. 164 page 429) west line to a point;
- 17) N 69 degrees 22' 40" E 317.88 feet along said Ling Investments, LLC's south line to a point;
- 18) S 41 degrees 31' 45" E 288.32 feet along said Ling Investments, LLC's south line to the TRUE POINT OF BEGINNING.

The proposed annexation contains 9.196 acres but subject to all highways and easements of record.

1823

Being all of a 1.595 acres tract and a 7.602 acre tract conveyed to Audrian Properties LLC in Official Record vol. 247 page 1034.

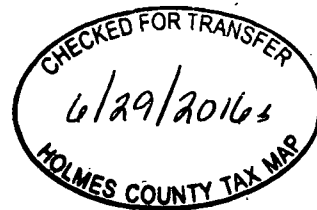
Bearings from Plat vol. 16 page 657.

See Holmes County Plat Book 19, page 2998 for survey.
This survey made and description prepared by Donald C. Baker, P.S. 6938
January 31, 2014

TRANSFER NOT NECESSARY

DATE June 29, 2016

AUDITOR Jackie McKee JP



2823

**EXHIBIT C
ANNEXATION AGREEMENT**

4820-7744-5656, v 2

Exhibit C

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 29 day of February, ~~2015~~²⁰¹⁶, pursuant to Ohio Revised Code Sections 709.021 and 709.022, by and among the **Village of Killbuck, Ohio**, an Ohio municipal corporation ("Village"), the **Trustees of Killbuck Township, Ohio**, a political subdivision of the State of Ohio ("Township"), and **Audrian Properties LLC**, an Ohio limited liability company ("Owner") with reference to the following facts:

RECITALS

A. Owner is the owner in fee simple of 9.197 acres of real property described in Exhibit A attached hereto and made a part hereof ("Property"). A plat map of the Property is attached hereto as Exhibit B and made a part hereof;

B. Owner desires to develop the Property for use in Owner's manufacturing business;

C. 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;

D. Soon hereafter, Owner is filing with the Board of Commissioners of Holmes County, Ohio a Petition for Annexation pursuant to Ohio Revised Code Sections 709.021 and 709.022; and

E. 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.

AGREEMENT

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 Killbuck, Holmes County, Ohio and the corporate limits of the Village of Killbuck shall be extended to include and encompass the Property.

2. **Zoning**. Once annexed, and upon approval by the Village Council of a zoning plan submitted by Owner, the Property shall be classified for zoning purposes in the Industrial District. Owner acknowledges that in order for the Property to be classified as part of the Industrial District, such classification must be approved by the Village Council.

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. Owner shall be responsible for obtaining any 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 the 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 Owner and connection of these systems to the Village facilities, the Village shall be responsible for providing water and sewage utility services to the Property upon the same terms and conditions that the services are provided to others within the Village. The Village’s obligation to provide water and sewage utility services is conditioned on the Owner paying the fees and charges for such services as established by ordinance or other action of the Village from time to time.
- 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.
- D. **Storm Water.** All improvements constructed on the Property by Owner, including, but not limited to driveways and the dwelling shall be designed to channel or divert surface water to the village storm sewer for dispersal.

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, 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 foregoing remedies are expressly provided in Section 709.192(E) of the Ohio Revised Code. The parties agree that they shall exhaust all other available remedies before pursuing termination of the agreement.

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

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

Remainder of page intentionally left blank.

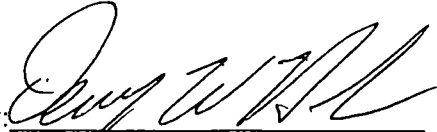
Executed this 29 day of February, ~~2015~~ ²⁰¹⁶.


VILLAGE


TOWNSHIP


Village of Killbuck, Ohio

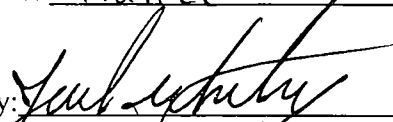
Killbuck Township Trustees

By: 
Name: Denny W. Hahn
Title: Mayor

By: 
Name: Edgar Britt
Title: Trustee

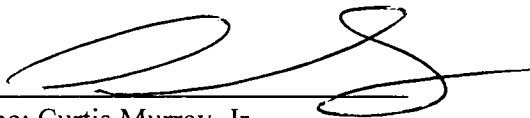
By: 
Name: Rick Allison
Title: Council President

By: 
Name: Jeff Chaney
Title: Trustee

By: 
Name: Jack Whitney
Title: Trustee

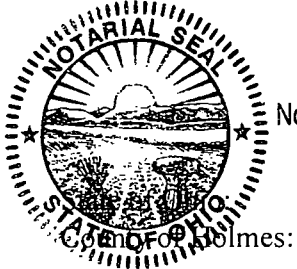
OWNER

Audrian Properties LLC

By: 
Name: Curtis Murray, Jr.
Title: Member

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 26 day of October, 2015, by Denny W. Hahn, Mayor, of the Village of Killbuck, Ohio.



Holly B Rabatin
Notary Public, State Of Ohio
My Commission Expires
October 11, 2016

Holly B Rabatin
Notary Public

The foregoing instrument was acknowledged before me this 26 day of October, 2015, by Rick Allison, Council President, of the Village of Killbuck, Ohio.



Holly B Rabatin
Notary Public, State Of Ohio
My Commission Expires
October 11, 2016

Holly B Rabatin
Notary Public

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Edgar Britt, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Jeff Chaney, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 9th day of November, 2015, by Jack Whitney, Trustee of the Killbuck Township Trustees.



Amy J. Snyder
Notary Public, State of Ohio
My Commission Expires
August 12, 2017

Amy J. Snyder
Notary Public

State of Ohio:
County of Holmes:

The foregoing instrument was acknowledged before me this 29 day of February, ~~2015~~ 2016, by Curtis Murray, Jr., Member of Audrian Properties LLC, an Ohio limited liability company.

Paul
Notary Public

Jeff Douglas Drushal, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.06 R.C.

This instrument prepared by:
J. Douglas Drushal, Attorney at Law
Critchfield, Critchfield & Johnston, Ltd.
225 N. Market Street
Wooster, Ohio 44691
(330)264-4444