



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 # 03-28-11-5

201100071799
Filed for Record in
HOLMES COUNTY ,OH
ANITA HALL, COUNTY RECORDER
06-09-2011 At 02:34 pm.
FERNLUTION 44.00

A RESOLUTION APPROVING AN ANNEXATION INTO THE VILLAGE OF **MILLERSBURG**

WHEREAS, Arlie & Evelyn Rodhe (the "Owners") are the sole owners of a 1.135 acre parcel (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 bold faces type 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 this Petition, must enter a Resolution granting annexation without hearing;

THEREFORE BE IT RESOLVED that the Holmes County Commissioners approve the annexation of the Property into the Village of Millersburg. moved for adoption of the preceding Resolution. Mr. Eyler seconded the motion.

Mr. Hust Upon roll call the vote was as follows:

Joe D. Miller

Raymond Eyler

Rob Ault

Fxhibit C

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 28, 2011 and recorded in Commissioners Journal 45 under that date.

Susan L. Haun, Clerk to the Board

Susan Illaun

Holmes County Board of Commissioners

EXHIBIT A

Being situated in the State of Ohio, County of Holmes, Township of Hardy, Range 7 West, Township 9 North, southwest quarter of Section 20 in the names of Arlie R. and Evelyn L. Rodhe as recorded in the Holmes County Records, Deed Volume 243, Page 17 and more fully described as follows:

Commencing for reference at an iron pin found marking the northwest corner of the southwest quarter of Section 20;

Thence along the west line of said quarter Section S 04° 18' 30" W 986.68 feet to an iron pin found marking the southwest corner of Lot 6 of Parkview Heights Subdivision as recorded in Plat Book 2, Page 276;

Thence along the south line of Lot 6 and a south line of the corporation of The Village of Millersburg and the north line of land as recorded in the names of Arlie R. and Evelyn L. Rodhe in D.V. 243, P. 17 S 84° 52' 04" E 250.89 feet to an iron pin set marking the true place of beginning.

Thence with the following four courses:

1. Continuing along the south line of Lot 6 and said corporation limit and along land as recorded in the names of Scott L. and Melissa Rodhe in D.V. 272, P. 538 and land in the name of The Village of Millersburg, Ohio in D.V. 172, P. 534 and along the north line of said Arlie and Evelyn Rodhe land S 84° 52' 04" E 230.00 feet to an iron pin set, passing through iron ins found at 105.00 feet marking the southwest corner of said Scott and Melissa Rodhe land and found at 165.00 feet marking the southeast corner of said Rodhe land and the southwest corner of said Village land.

Courses 2 through 4 subdividing said Arlie and Evelyn Rodhe land:

19287

VILLAGE OF MILLERSBURG RESOLUTION 2011-19

201100071798
Filed for Record in
HOLMES COUNTY ,OH
ANITA HALL, COUNTY RECORDER
06-09-2011 At 02:34 pm.
RESOLUTION 108.00
OR Book 226 Page 2120 - 2131

(annexing 1.135 acres to the Village of Millersburg)

WHEREAS, Arlie and Evelyn Rodhe (the "Owners") are the owners of a parcel of real property containing a total of approximately 1.135 acres (the "Property"). The Owners desire that the property be annexed to the Village of Millersburg, Ohio.

WHEREAS, pursuant to O.R.C. §§709.021 and 709.022, the Village of Millersburg, Ohio (the "Village"), the Trustees of Hardy Township, Ohio (the "Village") "Township"), Arlie and Evelyn Rodhe and the Village of Millersburg (the Village) entered into a certain Annexation Agreement dated February 14, 2011 (the "Annexation Agreement"), a copy of which is attached hereto as Exhibit A 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 B and made a part hereof, along with a copy of the Annexation Agreement with the Board of County Commissioners, Holmes County, Ohio on March 28, 2011;

WHEREAS, on March 28, 2011, 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 pursuant to Ordinance # 2010-104, said parcel shall be zoned R-3 Village Residential upon annexation.

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

Passed at a regular meeting of Millersburg Village Council on the 9th day of May, 2011.

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.

TRANSFER NOT NECESSARY

DATE (6-9-1)

AUDITOR Sachia Mulle

Reading 1 5-9-11 Reading 2 Suspended Reading 3 suspended
PASSED in Council this 9 day of May, 2011.
Vote: All yea
Attest: Karen Shaffer, Clerk of Council James Beechy, President of Council
Approved: May 9, 2011
Jest Hyeoner, Mayor

Annexation Agreement

This Annexation Agreement (the "Agreement") is made and entered into this 14 day of ebruary, 2011, 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 Arlie R. Rodhe and Evelyn L. Rodhe ("Owners") with reference to the following facts:

- 1. Owners are the owners in fee simple of 1.135 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 as Exhibit B and made a part hereof.
 - 2. Owners desire to develop the Property for use as a single family residential lot.
- 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 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.
- 2. **Zoning**. Once annexed, the Property shall be classified for zoning purposes as R-3 Village Residential District. Pursuant to Section 1153.04 of the Village's Codified Ordinances this zoning classification was approved by the Village Council prior to annexation.
- 3. <u>Utilities</u>. 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:

P:\docs\GMR\Rodhe Scott\071703 Annexation Agreement(final).wpd

Exhibit A

- A. <u>Construction and Installation of Utilities</u>. 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 the OEPA, if required, shall approve the plans for all such utility lines prior to commencing construction.
- B. <u>Provision of Water and Sewage</u>. 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 services to the Property.
- C. Ownership of Systems; Maintenance and Repair. After the water and sewer lines are completed per the specifications of the Village and OEPA, if required, the Village will issue a "Certification of Completion", which will indicate the 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. <u>Storm Water</u>. 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 for dispersal.
- 4. <u>Streets</u>. The Property will have access to Parkview Drive through adjacent property of Owners which is located inside the Village. Parkview Drive will not have to be extended, and building any new street is not necessary for this annexation.
- 5. <u>Fair Interpretation</u>. 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. <u>Severability</u>. 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.
- 7. <u>Governing Law</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Ohio.
- 8. <u>Dispute Resolution</u>. 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.
- 9. <u>No Construction against Drafter</u>. 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 14th day of February, 2011

"Village

"Township"

Hardy Township Trustees

Village of Millersburg, Ohio

By: 47/

Its Mayor

James Beechy

Council President

9, 1, 0 5

David Gerber, Trustee

David Crilow, Trustee

"Owners"

Arlie R. Rodhe

Evelyn L. Rodhe
Evelyn L. Rodhe

State of Ohio: County of Holmes:

The foregoing instrument was acknowledged before me this 14th day of the Village of Millersburg, Ohio.

(Seal)

State of Ohio:

County of Holmes:

Notary Public
Atty At Law
My commission has no expiration date

The foregoing instrument was acknowledged before me this 14th day of Abruary, 2011), by James Beechy, Council President, of the Village of Millersburg, Ohio.

(Seal)

Notary Public

Atty At Lew hos no expiration date

State of Ohio:

County of Holmes:

The foregoing instrument was acknowledged before me this 8 day of _______, 2010, by Richard Dye, Trustee of the Hardy Township Trustees.

(Seal)

Notary Publ

State of Ohio: County of Holmes: tate of **Ohlo**Son Expires

1, 6, 27, 2013

The foregoing instrument was acknowledged before me this 8 day of Mechanic March 2010, by David Gerber, Trustee of the Hardy Township Trustees.

(Seal)



Notary Public, State of Chie Notary Public My Commission Expires Nature Public March 27, 2013

5

State of Ohio: County of Holmes:

The foregoing instrument was acknowledged before me this $\underline{\underline{S}}$ day of $\underline{\underline{\Omega_{CC}}$, 2010, by David Crilow, Trustee of the Hardy Township Trustees.



LINDAS MOORE
Notary Flore State of Oblo
My Commission Expires
March 27, 2013

Syndoi | Novf Notary Public

County of Holmes:

The foregoing instrument was acknowledged before me this Zwel day of December, 2010, by Arlie R. Rodhe, Owner.

(Seal)

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

Votary Public

State of Ohio:

County of Holmes:

The foregoing instrument was acknowledged before me this 2nd day of December, 2010, by Evelyn L. Rodhe, Owner.

(Seal)



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

Notary Public

This instrument prepared by: Garrett M. Roach Attorney at Law 138 East Jackson Street Millersburg, Ohio 44654 (330)674-3055

Petition for Annexation (Expedited Type I)

The undersigned ("Petitioners"), being the sole owners of the real property bearing Auditor's Permanent Parcel Number 06-01139000 a part of which is a 1.135 acre parcel 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 Petitioners are the owners, as defined in ORC Section 709.02(E), of all of the land in the area proposed to be annexed.
- 4. Garrett Roach, attorney, of 138 East Jackson Street, 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.

Garrett Roach

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, Arlie Rodhe

Petitioner, Evelyn L. Rodhe

Date: December 2. 2010

Euclyn L. Rodhe Date: December Z, 2010

Exhibit B

EXHIBIT A

Being situated in the State of Ohio, County of Holmes, Township of Hardy, Range 7 West, Township 9 North, southwest quarter of Section 20 in the names of Arlie R. and Evelyn L. Rodhe as recorded in the Holmes County Records, Deed Volume 243, Page 17 and more fully described as follows:

Commencing for reference at an iron pin found marking the northwest corner of the southwest quarter of Section 20;

Thence along the west line of said quarter Section S 04° 18' 30" W 986.68 feet to an iron pin found marking the southwest corner of Lot 6 of Parkview Heights Subdivision as recorded in Plat Book 2, Page 276;

Thence along the south line of Lot 6 and a south line of the corporation of The Village of Millersburg and the north line of land as recorded in the names of Arlie R. and Evelyn L. Rodhe in D.V. 243, P. 17 S 84° 52' 04" E 250.89 feet to an iron pin set marking the true place of beginning.

Thence with the following four courses:

1. Continuing along the south line of Lot 6 and said corporation limit and along land as recorded in the names of Scott L. and Melissa Rodhe in D.V. 272, P. 538 and land in the name of The Village of Millersburg, Ohio in D.V. 172, P. 534 and along the north line of said Arlie and Evelyn Rodhe land S 84° 52' 04" E 230.00 feet to an iron pin set, passing through iron ins found at 105.00 feet marking the southwest corner of said Scott and Melissa Rodhe land and found at 165.00 feet marking the southeast corner of said Rodhe land and the southwest corner of said Village land.

Courses 2 through 4 subdividing said Arlie and Evelyn Rodhe land:

- 2. S 04° 32' 42" W 215.00 feet to an iron pin set;
- 3. N 84° 52' 04" W 230.00 feet to an iron pin set;
- 4. N 04° 32' 42" E 215.00 feet to the true place of beginning.

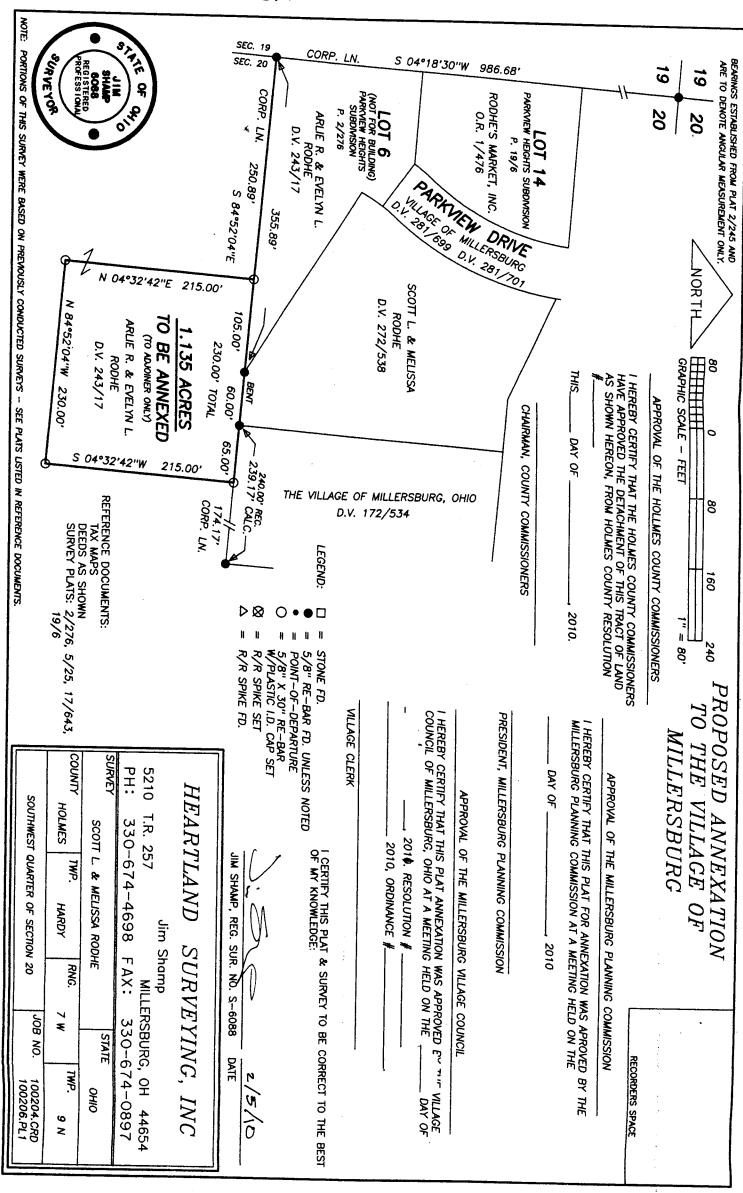
This survey contains 1.135 acres, is subject to all easements of record, is to transfer to adjoiner only, its bearings are established from Plat Book 2, Page 245 and are to denote angular measurement only, and is a description of a field survey completed by Jim Shamp, Reg. Sur. No. S-6088, dated February 5, 2010. Iron pins set are 5/8" x 30" re-bar with plastic I.D. caps. Iron pins found are 5/8" re-bar unless otherwise noted.

Survey recorded in Plat book 19, page 1849.

PRIOR INSTRUMENT REFERENCE: Deed Volume 243, Page 17.

201100071798 MILLERSBURG VILLAGE MILLERSBURG OH

Exhibit B



201100071799 MILLERSBURG VILLAGE MILLERSBURG OH

- 2. S 04° 32' 42" W 215.00 feet to an iron pin set;
- 3. N 84° 52' 04" W 230.00 feet to an iron pin set;
- 4. N 04° 32' 42" E 215.00 feet to the true place of beginning.

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Survey recorded in Plat book 1949, page 1849

PRIOR INSTRUMENT REFERENCE: Deed Volume 243, Page 17.

