ORDINANCE NO. 08-2023

AN ORDINANCE ACCEPTING THE ANNEXATION PETITION OF 122.468 +/ACRES FROM DARBY TOWNSHIP, MADISON COUNTY, OHIO TO THE VILLAGE OF PLAIN CITY, OHIO AS PROVIDED BY THE OHIO REVISED CODE SECTION 709.022, et seq.

WHEREAS, a Petition for Annexation ("Petition") for the properties at 0, 10910, and 10930 Lafayette Plain City Road, consisting of 122.468 acres, more or less, from Darby Township, Madison County, Ohio, to the Village of Plain City, Ohio ("Village") was filed by Wilcox Investment Group, LLC, as Agent, on behalf of property owners, with the Madison County Board of Commissioners on March 16, 2023; and

WHEREAS, on March 27, 2023, Village Council passed Resolution 07-2023 setting forth the services to be provided to the property to be annexed; and

WHEREAS, on March 28, 2023, a certified copy of Resolution 07-2023 was received by the Office of the Clerk of the Madison County Board of Commissioners; and

WHEREAS, the Petition was subject to a public hearing before the Madison County Board of Commissioners on April 18, 2023; and

WHEREAS, pursuant to an action of the Madison County Board of Commissioners following that hearing, the Clerk of the Madison County Board of Commissioners entered on the Commissioners Journal an order approving the annexation, certified the transcript for the proceeding in connection with the annexation, and filed it with the Village Clerk of Council on April 24, 2023; and

WHEREAS, pursuant to Section 709.04 of the Ohio Revised Code, the Petition and other documents relating to the proceedings of the Madison County Board of Commissioners are on file with the Village Clerk of Council and have been for more than sixty (60) days.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village hereby accepts and approves the Petition for Annexation of the 122.468 +/- acres of land in Darby Township, Madison County, Ohio. The Village shall provide all services to the annexed territory that are provided to other territories located within the Village, including water and sewer services as well as police, fire, and all other general services.

Section 2. It is found that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That the Village Clerk of Council is directed to make three (3) copies of this Ordinance, to each of which shall be attached a copy of the map accompanying the Petition, a copy of the transcript of the proceedings of the Commissioners relating thereto and a certificate as to the correctness thereof. The Village Clerk of Council shall then deliver one (1) copy to the Madison County Auditor, one (1) copy to the Madison County Recorder, and one (1) copy to the Ohio Secretary of State, and shall file notice of this annexation with the Madison County Board of Elections within thirty (30) days after it becomes effective, and further, the Clerk of Council shall do all other things with respect to the action taken by the Ordinance as may be required by law.

Section 4. This Ordinance shall be effective from and after the earliest period provided by law.

Passed: June 26 , 2023.	\bigcap	\bigcap	
Attest: Austr Mysiky Clerk of Council	Jody	Carne	4
Cferk of Council	Mayor		0
First reading: June 12 , 2023.	Vote:yea	nay_	abstain
Second reading: June 26 , 2023.	Vote: 6 yea	nay	_abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the
foregoing was published by posting for 15 days as required by law and in accordance with
Section 4.15 of the Codified Ordinances. The posting was done from June 27, 2023
to July 12 , 2023 at the Office of the Clerk of Council located at 800 Village
Boulevard; all being in the Village of Plain City, Ohio and the Village of Plain City Website at
www.plain-city.com.

Date: June 27 , 2023 Austri Musicy
Clerk of Council

P.O. Box 618 Courthouse – 1 N. Main St. London, Ohio 43140 P. 740-852-2972 F. 740-845-1660



Commissioner Mark Forrest Commissioner Chris Wallace Commissioner Dr. Tony Xenikis Rob Slane, County Administrator Katie Wiseman, Clerk

April 18, 2023

To: The Village of Plain City

From: Madison County Commissioners Clerk

Reference: The Expedited Type II Petition For Annexation (Pursuant to R.C. Section 709.023 To The Village of Plain City Of <u>+</u> 122.468 Acres In The Township of Darby.

On April 18, 2023 the Madison County Commissioner's Office approved The Expedited Type II Petition For Annexation (Pursuant to R.C. Section 709.023 To The Village of Plain City Of \pm 122.468 Acres In The Township of Darby.

Enclosed is the following:

- The Board of County Commissioners meeting minutes for Annexation Acceptance dated March 21, 2023.
- The Board of County Commissioners meeting minutes for Annexation Approval dated April 18, 2023.

If you have any questions about the enclosed documents contact the Madison County Commissioners at 740-852-2972.

Thank you,

Local Wiseman, Clerk

Subject: Petition for Annexation - Accept - Village of Plain City

Dr. Xenikis moved to accept the Expedited Type II Petition For Annexation (Pursuant to R.C. Section 709.023 To The Village of Plain City Of \pm 122.468 Acres In The Township of Darby.

Petition

MADISON COUNTY COMMISSIONERS

EXPEDITED TYPE II PETITION FOR ANNEXATION (PURSUANT TO R.C. SECTION 709.023/01) HAR 16 AH 9: 55 TO THE VILLAGE OF PLAIN CITY OF ±122.468 ACRES IN THE TOWNSHIP OF DARBY

TO THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, OHIO:

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ± 122.468 acres, more or less, located in the Township of Darby, Madison County, Ohio, which area is contiguous along 1,813.43 feet or 15.4% and adjacent to the Village of Plain City, do hereby respectfully petition the Board of Madison County Commissioners that said territory be annexed to the Village of Plain City according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is Five (5)

- Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
- Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
- Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate Aaron Underhill, Esq., David Hodge, Esq., Eric Zartman, Esq., and William Ghidotti, Esq., attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: aaron@uhlawfirm.com, eric@uhlawfirm.com, and will@uhlawfirm.com.

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

[Petition signatures on following counterpart page

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:
Perry E. and Edna Troyer, Trustees
10910 LaFayette Plain City Road
Plain City, OH 43064

Penry E. Froyen Date: 11-30,2022

Edna Troyer Date: 11-30,2022

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETTIONER: Joseph R. Troyer 10930 LaFayette Plain City Road Plain City, OH 93064

Joseph R. Troyer

Date: 1/-30 ,2022

Legal Description

LEGAL DESCRIPTION

Description of 122.468 ACRES +/- TO BE ANNEXED FROM DARBY TOWNSHIP TO CITY OF PLANT CITY

Situated in the State of Okto, County of Medison, Township of Darby, Virginia Affitery Survey Number 7751, 7753, 8636, and 12014 and being all of that ariginal 66,3708 acre treat of land as conveyed to Perry E. Trayer, of record in Deed Book 149, Page 2336, also being out of an original 9,593 acre treat of land as conveyed to Joseph E. Trayer, of record in Deed Book 134, Page 839, and also being out of a 52,144 acre treat of land as conveyed to Thomas Paul Blasses and Mary Jane Blasses of County, Office of Madison County, Otto and tuling more particularly described as follows:

BEGINNING at a point in the conteiline of Lafeyette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Institutent Number 202000001264, being a point in a westerly line of a 25.337 sere tract of land us conveyed to D.R. Hoston-Indiana, LLQ, of record in Deed Book 802, Page 2555, and being a southeasterly corner of a 10.0120 screetest as conveyed to Methodist Cherchine, of record in Deed Book 305, Page 1641;

Thence South 85°92'14" West, wild the centerline of solid Layleyette Plain City flood, with solid existing City of Plain City Corporation Line, the westerly line of said 25.337 eare tract, with the westerly line of a 16.592 cene tract of land as conveyed to Highhard Really Development Lill, of record in Dreed Book 329, Page 2479, a distance of 166.4 id eat to a coutheasterly corner of a 1.551 acre tract of land, as conveyed to Peny E. Troyer, of record in Dreed Book 149, Page 2336;

Thence South 50'40'14' West, continuing with said existing City of Piain City Corporation Line, end the westerly tine of said 51.250 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 5.9202 acre tract of land as conveyed to Randell Lynn Willer and Maissa Dawn Miller, of record in Official Record 211, Page 200;

Thence with the perimeter of sold 5,9202 acre tract the following courses:

Horth 44°49'50" West, a distance of 521.70 feet to a corner thereof;

South 45°66'64' West, a distance of 516.98 feet to a point in an easterly line of a 92.68 acre tract of land as conveyed to Linda S. Miller, of record in Official Record 228, Page 1779;

Thence with the parimeter of seld 92.68 acre tract the following courses; .

North 44"49"46" Viest, a distance of 692.69 feet to a corner thereof;

North 74'45'46' West, a distance of 1791.09 feet to a common corner of a 59.532 acre tract of land as conveyed to Ernest A. Beachy and Berthe M. Beachy, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4'55'46' West, with the easterly line of said 59,532 acre tract, a distance of 660.00 feet to a point in the southerly line of an 80,721 acre tract as conveyed to E & D Gingerich Farms LLC, of second in Deed Book 281, Page 1276;

Thence South 88" 15"46" East, with the perimeter of seld 80.721 eare tract of lend, a distance of 2005.84 feet to a corner thereof:

Thence Rotth 11'31'14' East, continuing with the perimeter of sold 89,721 acre tract of lond, a distance of 896,39 feet to the southwesterly corner of an 4.450 acre tract of 241, Page 1784 and the southwesterly corner of a 21,102 acre tract as conveyed to Dan J. Gingerich of record in Deed Book 277, Page 1682

Thence with the southerly line of said 4.450 the following courses:

Borth 81"21"51" East, a distance of 302.17 feet to a point;

South 78'53'41' East, a distance of 169.71 feet to a point;

North 83'06'07' East, a distance of 220,57 feet to a point;

North 69*24'19* East, a distance of 118.50 feet to a point;

North 74°01'19" East, a distance of 94.41 feet to a point;

North 48°27'56° East, a distance of 138.69 feet to a point in the southerly line of a 11.324 acre tract as conveyed to D & E Land Holvings Co LiC, of record in Deed Book 224, Paga 139%;



760510-ANREXATION-122.468 AC. Jook

Page 2 of 2

Ther.ce South 60*43'46" East, with the southerly line of sold 11,324 acre treet, and with the southerly fine of an 8,470 acre treet as conveyed to United Bethel Meanouthe Church inc of record in Deed Book 266, Page 1923, a distance of 351.59 feet to the nerthwesterly corner of sold 18,8120 acre tract;

There with the perimeter of said 18.8120 zero tract the following courses:

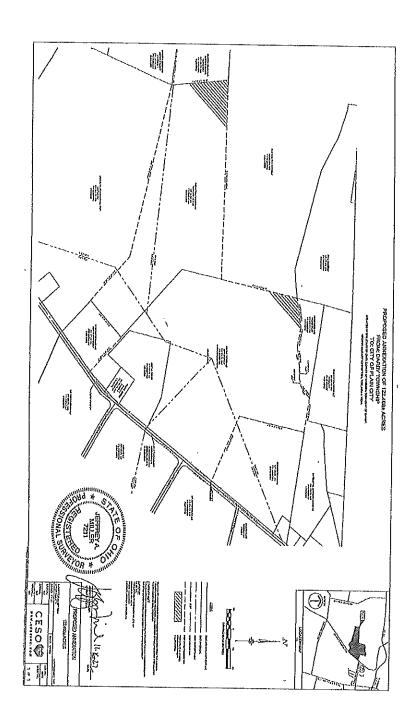
South 11"38'03" West, a distance of 766,65 feet to a point;

South 64'36'47' East, a distance of 764,84 feet to the Point of Begluning and containing 122,468 acres of land,

This encerotion description of the location of the property to be encezed and to not a boundary survey as defined in O.A.C. Chepter 4733.37. The clower encezed no extens a penimeter distance of 1,813.42 feet configuous with the existing City of Pieth City Corporation line by Resolution Named 16-19, Ordinance Humber 17-19, Institutent Number 20200001264 and a local printerior of 11,774.03 feet to be conexed, and 15.4% of the perimeter length is configuous to the City of City of Pieth City Corporation line.

CESO, Inc.

Jerriey A Liven PS V Registered Suppyor No. 7211 Dale:



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WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

Thomas Paul and Mary Jane Blosser 46 Glemont Avenue Columbus, OH 43214

Storm Soul Bosser Date: 11-19, 2022
Thomas Paul Blosser

Mary Jane Blasse Date: 11-19, 2022 Mary Javo Blosser

EXHIBIT C Property Owners/Property Included within Annexation of 122,468+/- Acres

Thomas Paul and Mary Jane Blosser 46 Glenmont Avenue Columbus, OH 43214 PN: 02-00167.000 Perry B. and Edna Troyer, Trustees 10910 LaPayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.003 & 02-00357.001

Joseph E. Troyer 10930 LaFayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.000

Adjacent Property Owners Annexation of 122,468 +/- Acres

D&E Land Holding Co. LLC 8750 LaFayette Plain City Rd. Plain City, OH 43064 PN: 02-00049.000

Brnest and Bertha Reachy, Co-Trustees of the Ernest A. Beachy and Bertha M. Beachy Joint Revocable Trust 4639 Boyd Rood Plain City, OH 43064 PN: 02-00344,000

Lapama'a LLC 21050 Raymond Road Marysville, OH 43040 PN: 35-00004.002

Randy and Melissa Miller 10806 LaFayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.004 & 02-00081.000 Dan J, and Elsie Gingerich FT Lives 8750 LoFayette Plain City Rd. Plain City, OH 43064 PN: 02-00047.001

Linda Miller and Marvin Frey, Co-Trustee Successor Trust of Sarah T. Prey Keystone Inheritance Tr. 10760 LaRsytte Plain City Rd. Plain City, OH 43064 PN: 02-09077.000

Plain City Global Methodist Church, Inc. 11100 LaFayette Plain City Road Plain City, OH 43064 PN: 02-00357.002 E&D Gingerich Farms LLC 8750 LaFayette Plain City Rd, Plain City, OH 43064 PN: 02-00047.000

DR Horton-Indiana LLC 9210 North Meridian St. Indianapolis, IN 46260 PN: 35-00004.001, 35-00004.095, & 35-00004.000

United Bethel Mennonite Church, Inc., an Ohio non-profit corporation P.O. Box 36 Plain City, OH 43064 PN: 02-00373.001

Pre - Annexation Agreement

PRE-ANNEXATION AGREEMENT

This Pre-Anaexation Agreement ("Agreement") is entered into as of Mork 2, 2023 by and between Wilcox Investment Group, LLC, an Ohio Limited Liability Company ("Company"), whose mailing address is 250 W. Old Wilson Bridge Road, Suite 140, Worthington, Ohio 43085 and the Village of Plain City ("Plain City"), an Ohio municipal corporation, whose mailing address is Villago Boulevard, P.O. Box 161, Plain City, Ohio 43064 (referred to collectively as "Parties").

RECITALS

WHEREAS, the Company is in contract to purchase certain real property located in Darby Township, Madison County, Ohio with addresses of 0, 10910, and 10930 Lafayette Plain City Road, Plain City, Ohio 43064 (the "Property"), being more fully described in the Madison County Auditor's information attached us Exhibit "A" and incorporated herein; and

WHERHAS, the Property is located adjacent to and beyond the present corporate boundaries of the Village of Plain City; and

WHEREAS, the Company desires to annex the Property to Plain City in order to obtain municipal services to support the Property and its future development; and

WHEREAS, Plain City desires to annex the Property.

NOW, THERBFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Annexation:

a. Company will, at its own expense, prepare the necessary annexation petition with accompanying map or plat. The petition shall appoint one or more attorneys with the law firm of Underhill and Hodge LLC, whose mailing address is 8000 Walton Parkway, Suite 260, New Atbany, Ohio, as agent for the current owners of the Property ("Agent"). The annexation petition shall be filed by Agent as an "Bxpedited Type 2" annexation as provided in Section 709.023 of the Ohio Revised Code. Agent shall file the signed and completed petition with the board of county commissioners and shall provide notice and service to all required parties under the Ohio Revised Code. Company agrees to pay any filing fee(s) charged by the board of county commissioners for the filing and processing of the petition. Company agrees that it will take all reasonable actions which are necessary to cause the current owners of the property not to withdraw their names from, or request withdrawal of, the petition during the annexation process and/or any subsequent administrative or legal action involving the annexation.

- b. The Parties agree to cooperate and provide information necessary for the county commissioners to review the annoxation as required by Section 709.023 of the Ohio Revised Code.
- c. Should the annexation be approved, the Parties agree to process the annexation as provided by law subject to the terms of this Agreement.
- d. Company, at its own expense, agrees to file or arrange to be filed an annexation petition, map, and plat that complies with Section 709.023 of the Ohio Revised Code within thirty (30) days after the execution of this Agreement.

Municipal Services;

a. Plain City agrees to enact, within twenty (20) days after the date of the filing of the annexation petition with the board of county commissioners, the appropriate service and zoning buffer resolutions as required by Chapter 709 of the Ohlo Revised Code. The resolutions, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners by Plain City.

3. Zoning:

a. The Property sought to be annexed is currently zoned Agricultural in Darby Township. The Parties acknowledge that Company desires to rezone the Property to Planned Residential District under the Village of Plain City Zoning Code. Notwithstanding the foregoing, the Company and Plain City recognize that updates to Plan City's zoning code are being considered by Plain City which, if adopted, would provide other zoning classifications which may accommodate the Company's intended use and development of the Property. Company intends to file a request to rezone the Property concurrently with the filing of the annexation petition. Should the updates to the zoning code become legally effective prior to the acceptance of the annexation of the Property to Plain City, Company shall have the right (but not the obligation) to withdraw its application to rezone the Property into a Planned Residential District and to instead file a new rezoning application to request that one of the new zoning classifications created in the updated zoning code shall be applied to the Property, Once filed, any rezoning request will be reviewed and decided upon by Plain City utilizing the regular procedure for processing an application to rezone in the village and there is no guarantee that any particular zoning will be granted.

وسي وسيرت لادراءها والإنجيجيجي أأوا والجامداني

b. Plain City recognizes that once the annexation is placed before the Plain City Council (i.e., after the expiration of 60 days from the date when the transcript of the proceedings of the Madison County Board of commissioners has been delivered to Plain City) Plain City has one hundred twenty (120) days to accept or reject the annexation. Plain City agrees that it will not accept the annexation of the Property unless and until it is prepared to contemporaneously rezone the Property into a zoning classification as detailed in the immediately preceding subsection (a). At any time during the one hundred twenty (120) day acceptance period for the annexation, Plain City may, on its own initiative, or shall, at the request of Company, delay its acceptance of the annexation until the rezoning is settled to the satisfaction of the Parties. In the event that the Property is annexed but the Property is then not rezoned in a manner that is salisfactory to Company, or if Company exhausts its appeals of Plain City's zoning determination, or the proposed rezoning is rejected by the voters, Plain City agrees to execute a polition to detach the Property from its jurisdiction upon the request of Company.

4. Representations and Warrantles of Plain City:

- a. Plain City hereby represents and warrants to Company:
 - The Village is a duly established and validly existing municipal corporation within the State of Ohio, with all requisite power and authority to enterinto this Agreement, pursuant to law, and to perform its obligations hereunder;
 - ii. The Village, acting by and through its agents, has taken all such actions which are necessary or appropriate to authorize the execution of this Agreement by the person executing the same; and
 - This Agreement is the valid and binding act of the Village, enforceable against the Village in accordance with its terms.

5. Representations and Warranties of Company;

- a. Company hereby represents and warrants to Plain City that:
 - Company is in contract to purchase the Property to be included in the annexation petition; and
 - ii. Company, acting by and through their agent, has taken all such actions which are necessary to appropriate to authorize the

execution of this Agreement by the person executing the same.

6. Waiver:

a. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

7. Execution:

- a. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement.
- b. As used herein, the term "Agreement" shall mean this Agreement and any Exhibits hereto. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

8. Severability:

a. If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

9. Governing Law:

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

10. Relationship of the Parties:

a. Hxcept as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the pattles hereto shall be deemed or construed by the pattles hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the partles to this Agreement.

11. No Third Party Beneficiary:

a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

12. Time is of the Essence;

a. Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder.

13. Force Majeure:

a. Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, and conditions that could not have been reasonably foreseen by the claiming party.

14. Approvals:

a. Unless otherwise stated herein, whenever a party to this Agreement is required to consent to, or approve an action by the other party or to approve any such action taken by another party, such approval or consent shall be given or withheld within the earliest time allowed by law and the process that is utilized in performing the function.

15. Binding Effect;

a. This Agreement and all of the provisions herein shall be binding upon

and inure to the benefit of the parties and their respective successors and permitted essigns.

16, Entire Agreement/Merger:

a. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all agreements, oral or written.

17. Survival:

 The representations, warranties, and covenants contained in this Agreement shall not terminate for a period of twenty (20) years.

18. Notice:

u. All required notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally or (b) three (3) business days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or facsimile telephone transmission, if given below, or later provided, addresses as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

Company;

Wilcox Investment Group, LLC 250 W. Old Wilson Bridge Rd., Suite 140 Worthington, OH 43085 Attn: Jonathan Wilcox

Underhill & Hodgo LLC 3000 Walton Parkway, Suite 260 New Albany, OH 43054 Atta: Aaron L. Underhill

Village of Plain City 800 Village Boulevard P.O. Box 167 Plain City, OH 43064 Attn: Haley Lupton, Village Administrator COMPANY:

WILCOX INVESTMENT GROUP, LLC

By: Jonathan Wilcox
Authorized Member

PLAIN CITY:

Haley Lupton/ Village Administrator

Approved as to form:

Law Director

Village of Plain City

Exhibit A
Annexation Legal Description
and Survey

8

LEGAL DESCRIPTION

Description of 122,468 ACRES +/- TO DE ANNEXED FROM DARBY TOWNSHIP TO CITY OF PLAIN CITY

Situated batte State of Otto, Courty of Madico, Towaship of Daiby, Vaginis Military Survey Number 7751, 7753, 8586, and 12014 and being all of that original 66,3798 sens tract of Jan as econcycled to Perry E. Tedyat, of record in Osed Book 149, Page 2274, 650 being not of an original 9,503 core tract of Jand as conveyed to Despit E. Troya, at second in Osed Book 149, Page 859, and also being not of a SC-148 tracted of India to conveyed to Thomas Paul Boots et and Paul Jans Blootte of tectoral a Official Record 28, Page 653, and deed references are no record of the Recorder's Office of Madison County, Dico and being more patterning described as follows:

BEGINNING at a point in the centerine of Lateyello Piain City Road, being a point in the cristing City of Piata City
Corporation Line, Resolution Number 15-19, Orderece Number 17-19, instrument Humber 2012/100/1224, being a point in a
wearting face of a 25-327 core treet of I sed as conveyed to D.D. Rodon Indiana, LLD, of record in Occa Book 181, Page 2555,
and being a contineastery conser of a 18.0120 error treet as conveyed to Michodist Church Inc., of record in Deed Book 385,
Page 1841;

Theree South 35:32"14" West, with the centralise of seld Lepfcyatte Pittin City Rotel, with seld existing City of Pietra City Desporation, then, the existery fits of seld 25:33? serie treet, with the existery fits of a 16.55? serie treet of Inch as conveyed to thigh rad Restly Development LLO, of record in one deep deep 43:37, page 2479, a distract of 16:56.14 feet to a southeasterly consert of a 1.551 error treet of 16:56.14 feet to a southeasterly content of a 1.551 error treet of 16:56.14 feet to a southeasterly

Thence Scall 50'40'14' West, contineing with said existing City of Main City Corporation Line, and the westerly the of seld 51.230 scretturel of Jund, a distinct of 247.29 lest to the north eastwip content of 5.9262 acra fresh of land as conveyed to Readth Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 2007

Thence with the praimater of acid 5.9202 acre had the following courses:

North 44"43"50" West a distance of 521.70 feet to a corner thereof;

Script 45"55"54" West, a distance of 515,98 feet to a point in an easterly fixe of a 92,68 acre tract of taxd as conveyed to Unita S. Miller, of record in Official Record 228, Page 1779;

Thence with the perimeter of said 92.68 acre tract the following courses;

North 44*45'46" West, a distance of 632.68 feet to a corner thereof;

North 74*4546" West, a distance of 1791.58 feet to a common countr of a 59.592 zone liset of feed as conveyed to Emest A. Beecky and Britto M. Beacky, Co-Tirustees, of record in Decd Book 351, Pago 23867

Theree North 4°59'46' Weet, with the existery the of add 68,692 zero listel, a distance of 660.00 feet to a point in the coulterly lose of an 60.721 erre uset as conveyed to 6.8 to Original Ferms Lt.C. of record in Deed Book 291, Page 1278;

Theree South 66'16'46' East, with the perimeter of a rid 60.721 acrost test of land, a distance of 2016.84 feet to a concertate of the concertae of the concertae

Thence North 11'31'14' East, continuing with the perimeter of said 60.721 acre tract of land, a distance of 58.59 feat to the southerstating center of an 4.450 acre tract as conveyed to Rundy Miles and Miles at Miles of Execution Official Record 241, Page 1104 and the continuationly corner of a 21.102 acre tract as conveyed to Dun J. (Regulated in Faced in Dated thock 277, Page 1682.

Theore with the southerly line of said 4.450 the following courses:

Horth 81'21'51" East, a dictance of 302,17 feet to a point;

South 78'53'41" Earl, a Cittanen of 189.71 feet to a point;

Horth 23°05'07" East, a distance of 220.57 feet to a point;

North 69124197 East, a distance of 115.60 feet to a point;

Harth 74'01'19' East, a distance of 94,41 feet to a point;

Ninth 4812758 East, a distance of 138.69 feet to a point in the scutheily fine of a 18.324 zero liset as conveyed to D&E Land Hotsings Co LLC, of record in Deed Book 224, Page 1894;



760510-ANHEXATION-122.460 AC.dccx 11/14/2022

Page 2 of 2

Thence Bouth 60 43 46° East, with the southerly line of self 11,324 excelerate, and with the southerly line of an 8.470 excelerate as enamered to United Devinel Mempority Given has of record in Devel Book 265, Page 1923, a distance of 551,59 (cell to the continuesterly excess of eatil 8.8120 as refract;

Thence with the perimeter of sold 18,8170 acre treet the following courses:

South 11°36'03" West, a distance of 766.65 feet to a point;

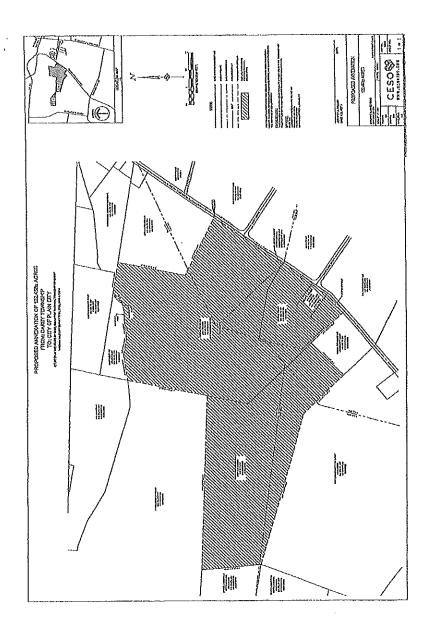
South 64'35'47' East, a distance of 754.84 feet to the Point of Regioning and containing 122.468 scree of land, recent less.

This enceretion description of the location of the property to be ennered and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above encered on ontakes a primeter detence of 1,914.42 led configures with the estiting city of Pelan City Corporation into the Perfection Number 1649, Ordinance Number 1749, Instrument Nember 202000101264 and o tatal primeter of 11,774.03 feet to be ennexed, and 13.43 of the perimeter length is configurous to the City of City of Pialn City Corporation Sina.

ČE\$0, lad,

Jolliey A Miller, PS Registered Serveyor No. 7211

Date:



Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, $\rm Dr.$ Xenikis, yes and Mr. Wallace, yes.

Subject: Petition for Annexation - Approved - Village of Plain City

Dr. Xenikis moved to approve the Expedited Type II Petition For Annexation (Pursuant to R.C. Section 709.023 To The Village of Plain City Of \pm 122.468 Acres In The Township of Darby.

Petition

MADISON COURTY COMMISSIBLERS

EXPEDITED TYPE II PETITION FOR ANNEXATION (PURSUANT TO R.C. SECTION 709.02301) HAR 16 AH 9: 55 TO THE VILLAGE OF PLAIN CITY OF ±122.468 ACRES IN THE TOWNSHIP OF DARBY

TO THE BOARD OF COUNTY COMMISSIONERS OF MADISON COUNTY, OHIO:

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ±122.468 acres, more or less, located in the Township of Darby, Madison County, Ohio, which area is contiguous along 1,813.43 feet or 15.4% and adjacent to the Village of Plain City, do hereby respectfully petition the Board of Madison County Commissioners that said territory be annexed to the Village of Plain City according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is Five (5)

- Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
- Attached to this pelition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
- Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate Aaron Underhill, Esq., David Hodge, Esq., Eric Zartman, Esq., and William Ghidotti, Esq., attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, after, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: aaron@ublawfirm.com, david@ublawfirm.com, cric@ublawfirm.com, and will@ublawfirm.com.

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE. ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

[Petition signatures on following counterpart page

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER: Perry E. and Edna Troyer, Trustees 10910 LaFayette Plain City Road Plain City, OH 43064

Penry E. Troyen Date: 11-30,2022

Buta Types Date: 11-30 ,2022

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETTIONER: Joseph R. Troyer 18930 LaFayette-Plain City Road Plain City, OH 43064

Joseph R Troyer

Legal Description

LEGAL DESCRIPTION

Description of 122.469 ACRES +/- TO BE ANNEXED FROM DARBY TOWNSHIP TO CITY OF PLAIN CITY

Situeled in the State of OMs, County of Medison, Tomosthy of Ontry, Nighth Military Survey Number 7751, 7753, 6516, and 12014 end being all of that original 65.3795 erre tract of land as compared to Pery E. Troyat, of record in Deed Book 149, Page 2335, 45to being out of a notiginal 9.030 and total discountried to Joseph E. Troyat, of record in Deed Book 184, Page 639, and also being out of a 52.144 are tract of land as contryed to Joseph E. Troyat, of record in Deed Book 184, Page 639, and also being out of a 52.144 are tract of land as contryed to Thomas Paul Blosser and Mary Jame Blosser of record of the Office of Page 639, all deed references are on record at the Record of 6 Office of Pagiston County, Otto 2016 being more particularly described as follows:

BEGINNING at a point in the centrilite of Lafeystic Rich City Road, being a point to the entring City of Picha City
Copporation Line, Resolving Number 16-19, Ordinance Number 17-19, Instrument Number 202000001264, being a point in a
westerly line of a 25.337 cene tract of load as conveyed to D.R. Hotton-Indona, LLD, of record in Deed Book 382, Page 2555,
and being a positive steely country of a 18.8120 cere best as conveyed to Methodist Churchino, of recordin Deed Book 385,
Page 1561:

Thence South 2513714" West, with the centralise of said Layleycite Pieth City Bozd, with said existing City of Pieth City Corporation Line, the westerly line of said 25, 337 eventract, with the westerly line of a 15,592 eventract for land as conveyed to Highland Ready Development Lit, of record in 1044 Bobs 332, 1922-2119, a distance of 1566, 14 feet to a contreasterly commer of a 1,551 accentract of land, as conveyed for Perry E. Troyer, of record in Dead Book 149, Page 2336;

Thence South 50'46'14' West, continuing with asid eduting third first Corporation Line, and the westerly line of sold \$1,250 accessed of lead, a distance of 247.29 seet to the north easterly corner of 5,9202 accessed to the distance of 247.29 seet to the north easterly corner of 5,9202 accessed to the distance of 247.29 seet to the north easterly corner of 5,9202 accessed to the distance of 247.29 seet to the corresponding to

Thence with the perimeter of a sid 5,9202 sque is of the following courses:

Hoth 44"49"50" West, a distance of 521.70 feet to a corner thereof;

South 45°55'64" West, a distance of 516,98 feet to a point in an easituly line of a 92.68 acre tract of land as conveyed to Linda S. Miller, of recordin Official Record 228, Page 1719;

Thence with the parimeter of said 92.68 acre treet the following courses:

Herbh 44°49'46" West, a distance of 652.68 feet to a corner thereof;

Horth 74/4546' West, a distance of 1791.50 feet to a common comer of a 59.592 acre tract of land as conveyed to Emost A. Beachy and Bortha M. Boestiy, Co-Trustees, of record is Doed Book 351, Page 2386;

Thence North 4°59°46° West, with the easterly five of said 59.532 accessed, a distance of 669.00 feet to a point in the southerly line of an 80.721 acressed in 25 consept to E.B.D. Glagarich Farms L.C., of record in Deed Book 281, Page 1278;

Thance South 68" 15"46" East, with the partners of said 80,724 screament of iso3, a distance of 2005.64 feet to a concurthereof;

Theode North 113514* East, continuing with the perimeter of sold 80,721 construct of fand, a distance of 596,39 feet to the southwesterly portion of an 4,450 ear of fact has conveyed to Rendy Millor and Medissa Millor of record in Official Record 241, Page 1784 and the southwesterly contend a 21,102 ear of reclass conveyed to Den J. Gingerich of record in Deed Book 277, Page 1784 and the southwesterly contend a 21,102 ear of reclass conveyed to Den J. Gingerich of record in Deed Book 277, Page 1784 and the southwesterly contend and page 1890 to 1891.

Thence with the southerly line of cald 4,450 the following courses:

Harth 81°21'51" East, a distance of 802,17 feet to a point;

South 78°53'41" East, a distance of 189.74 feet to a point;

Hosth 63'05'07' East, a distance of 220,67 feet to a point;

Horth 59°24°19" East, a distance of 115,50 feet to a point;

North 74'01'19' East, a distance of 94.41 feet to a point;

North 48° 27'56' East, a distance of 138.69 feet to a point in the scatherly line of a 11.824 ecre tract as conveyed to D&E Land Holdings Co 11.0, of record in Deed Dook 224, Page 1394;



Page 2 of 2

Theory South BONG NO East, with the architect from the 11 sections and with the excitatify East of an AND exce Local excounted to Local Sector Mesonation Chambles of According Deed Dook 265, Page 1923, a distance of 351,59 feet to the exclinationity comes of a 2d 10,8100 was bredy

Themse with the period star of each fill blick established following excuses:

South 11'58'13' West, a Calance of 765.65 lest to a print

South 647847" East, a Citizense of 754,84 feet to the Point of Reykoning and containing 122,464 ceres of feet, extra of feet,

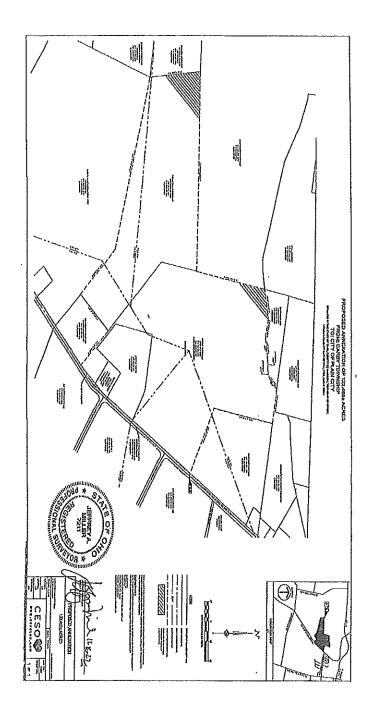
This exception description of the location of the property to be except and the chabutory correy as defined in O.A.C. Contra 478.37. The above acception contains a perimeter distance of 1,018.42 best configurate with the extention (Sky of Pick) Gry Corporation for the presention throber 16-19, Ordensee throber 17-19, Lestward Humber 2010/09/1264 and a told perimeter of 11,774.03 text to be accept, and 18.4% of the perimeter length is configurate to the City of Gry of Picks Gry Corporation line.

CESO, Inc.

AFFRENA A BOOK OF STATE OF STA

CESO♥

760510-ANNEXATIOH122,668 AG,6001



WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER: Thomas Paul and Mary Jane Blosser 46 Glemmont Avenue Columbus, OH 43214

Stormer Scral Blosser Date: 11-19 , 2022
Thomas Paul Blosser

Mary Jane Glosen Date 11-19 , 2022 Mary Jade Blosser

4

EXHIBIT C Property Owners/Property Included within Annerallon of 121/4841-Acres

Thorses Paul and Mary Jane Blosses 46 Oloranora Avenue Coloratos, OH 43214 PN: 02-00167-099 Peary B. and Edus Troyer, Trustees 10910 La Fayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.003 & 02-40357.001 Joseph R. Troyer 10930 LaFayetle Piain City Rd. Plain City, OH 43054 PN: 02-03357,003

Adjacent Property Owners Annexation of 122,468 H-Acres

D&H Lend Holding Co. LLC 8750 LaFayatte Plain City Rd. Plain City, OH 43054 PN: 02-00549.000

Enest and Bookly and Bookly, Co Times and the Enest A. Bookly and Bookly M. Bookly Islan Recoally Times (4)9 Boyl Rost Files City, 014 (4)54 PN: 01-0034 (000)

Lepana'e LLC 21050 Raymood Road Marywille, OH 43040 PN: 35-00001.002

Raedy and Melissa Miller 10808 La Fayette Philo City Rd. Philo City, OH 43084 PN: 0240357,034 & 0240031,000 Dan J. and Elsie Gisgerich IT Lives 8750 LaFayette Plain City Rd Plain City, OH 43064 PN: 02-00017.001

Einde Miller und Monde Frey, Co-Tractor Sciences Track of Senh T. Frey Reptions Individual T. 10800 LaTey de Pala City Rd Pala City, CH 4564 Pth 04 400 TI 600

Plain City Global Methodist Church, lea. 11103 LaFayatte Plain City Road Plain City, Oll 43054 PN: 02-49357.692 ESO Girgarich Farms LLC 8750 LaFayatte Plain City Rd Plain City, OH 43054 PN: 02-00047,000

D3 Honon-Indiana LLC 9210 North Meridian St. Indianapolis, IN 46260 PN: 35 00004.001, 35 00004.095, & 35 00004.000

United Bethel Measonile Church, Inc., 2a Ohio non-profit corpozition P.O. Box 36 Pain City, OH 43064 PN: 02-0373.001

Pre - Annexation Agreement

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is entered into as of Mork 2, 2023 by and between Wilcox Investment Group, LLC, an Ohio Limited Liability Company ("Company"), whose mailing address is 250 W. Old Wilson Bridge Road, Suite 140, Worthington, Ohio 43085 and the Village of Plain City ("Plain City"), an Ohio nunicipal corporation, whose mailing address is Villago Boulevard, P.O. Box 167, Plain City, Ohio 43064 (referred to collectively as "Partles").

RECITALS

WHEREAS, the Company is in contract to purchase certain real property located in Darby Township, Madison County, Ohio with addresses of 0, 10910, and 10930 Lafayette Plain City Road, Plain City, Ohio 43064 (the "Property"), being more fully described in the Madison County Auditor's information attached as Exhibit "A" and incorporated herein; and

WHEREAS, the Property is located adjacent to and beyond the present corporate boundaries of the Village of Plain City; and

WHERBAS, the Company desires to annex the Property to Plain City in order to obtain municipal services to support the Property and its future development; and

WHEREAS, Plain City desires to annex the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Annexation:

a. Company will, at its own expense, prepare the necessary annexation petition with accompanying map or plat. The petition shall appoint one or more altorneys with the law firm of Underhill and Hodge LLC, whose mailing address is 8000 Walton Parkway, Suite 260, New Albany, Ohio, as agent for the current owners of the Property ("Agent"). The annexation petition shall be filed by Agent as an "Expedited Type 2" annexation as provided in Section 709.023 of the Ohio Revised Code. Agent shall file the signed and completed petition with the board of county commissioners and shall provide notice and service to all required parties under the Ohio Revised Code. Company agrees to pay any filing fee(s) charged by the board of county commissioners for the filing and processing of the petition. Company agrees that it will take all reasonable actions which are necessary to cause the current owners of the property not to withdraw their names from, or request withdrawal of, the petition during the annexation process and/or any subsequent administrative or legal action involving the annexation.

- b. The Parties agree to cooperate and provide information necessary for the county commissioners to review the annoxation as required by Section 709.023 of the Ohio Revised Code.
- Should the annexation be approved, the Parties agree to process the annexation as provided by law subject to the terms of this Agreement.
- d. Company, at its own expense, agrees to file or arrange to be filed an annexation petition, map, and plat that complies with Section 709,023 of the Ohio Revised Code within thirty (30) days after the execution of this Agreement.

2. Municipal Services:

a. Plain City agrees to enact, within twenty (20) days after the date of the filing of the annexation petition with the board of county commissioners, the appropriate service and zoning buffer resolutions as required by Chapter 709 of the Ohio Rovised Code. The resolutions, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners by Plain City.

3. Zoning:

a. The Property sought to be annoxed is currently zoned Agricultural in Darby Township. The Parties acknowledge that Company desires to rezone the Property to Planned Residential District under the Village of Plain City Zoning Code. Notwithstanding the foregoing, the Company and Plain City recognize that updates to Plan City's zoning code are being considered by Plain City which, if adopted, would provide other zoning classifications which may accommodate the Company's intended use and development of the Property. Company intends to file a request to rezone the Property concurrently with the filing of the annexation petition. Should the updates to the zoning code become legally effective prior to the acceptance of the annexation of the Property to Plain City, Company shall have the right (but not the obligation) to withdraw its application to rezone the Property into a Planned Residential District and to instead file a new rezoning application to request that one of the new zoning classifications created in the updated zoning code shall be applied to the Property, Once filed, any rezoning request will be reviewed and decided upon by Plain City utilizing the regular procedure for processing an application to rezone in the village and there is no guarantee that any particular zoning will be granted.

b. Plain City recognizes that once the annexation is placed before the Plain City Council (i.e., ofter the expiration of 60 days from the date when the transcript of the proceedings of the Medison County Board of commissioners has been delivered to Plain City) Plain City has one hundred twenty (120) days to accept or reject the annexation. Plain City agrees that it will not accept the annexation of the Property unless and until it is prepared to contemporaneously rezone the Property into a zoning classification as detailed in the immediately preceding subsection (a). At any time during the one hundred twenty (126) day acceptance period for the annexation, Plain City may, on its own initiative, or shall, at the request of Company, delay its acceptance of the annexation until the rezoning is settled to the satisfaction of the Parties. In the event that the Property is annexed but the Property is then not rezoned in a manner that is satisfactory to Company, or if Company exhausts its appeals of Plain City's zoning determination, or the proposed rezoning is rejected by the voters, Plain City agrees to execute a pelition to detach the Property from its jurisdiction upon the request of Company.

4. Representations and Warranties of Plain City.

- a. Plain City hereby represents and worrants to Company:
 - The Village is a duly established and validiy existing municipal corporation within the State of Ohio, with all requisite power and authority to enter into this Agreement, pursuant to law, and to perform its obligations hereunder;
 - ii. The Village, acting by and through its agents, has taken all such actions which are necessary or appropriate to authorize the execution of this Agreement by the person executing the same; and
 - iii. This Agreement is the valld and binding act of the Village, enforceable against the Village in accordance with its terms.

5. Representations and Warrenties of Company;

- a. Company hereby represents and warrants to Plain City that:
 - Company is in contract to purchase the Property to be included in the annexation pelition; and
 - ii. Company, acting by and through their agent, has taken all such actions which are necessary to appropriate to suthorize the

execution of this Agreement by the person executing the same.

6. Waiyer:

a. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that form or any other term of this Agreement. Any waiver must be made in writing.

7. Execution:

- a. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement.
- b. As used herein, the term "Agreement" shall mean this Agreement and any Exhibits hereto. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

8. Severability:

a. If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

9. Governing Law:

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and proscented as to all parties and their helis, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

10. Relationship of the Parties:

a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any note of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

11. No Third Party Beneficiary;

a. Except as expressly stated and provided for herein, nother anything conteined in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

12. Time is of the Essence;

a. Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder.

13. Force Majeure:

a. Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, and conditions that could not have been reasonably foreseen by the claiming party.

14. Approvals:

a. Unless otherwise stated herein, whenever a party to this Agreement is required to consent to, or approve an action by the other party or to approve any such action taken by another party, such approval or consent shall be given or withheld within the earliest time allowed by law and the process that is utilized in performing the function.

15. Binding Effect:

a. This Agreement and all of the provisions herein shall be binding upon

and inure to the benefit of the parties and their respective successors and permitted assigns.

16. Entire Agreement/Merger:

a. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all agreements, oral or written.

17. Survival:

a. The representations, warrantles, and covenants contained in this Agreement shall not terminate for a period of twenty (20) years.

18, Notice:

a. All required notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally or (b) three (3) business days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or feesimite telephone transmission, if given below, or later provided, addresses as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

Company;

Wilcox Investment Group, LLC 250 W. Old Wilson Bridge Rd., Suite 140 Worthington, OH 43085 Attu: Jonathan Wilcox

Underhill & Hodge LLC 8000 Waiton Parkway, Suite 260 New Albany, OH 43054 Attn: Aaron L. Underhill

Village of Plain City 800 Village Boulevard P.O. Rox 167 Plain City, OH 43064 Atto: Holoy Lupton, Village Administrator COMPANY:

WILCOX INVESTMENT GROUP, LLC

Jonathan Wilcox
Authorized Member

PLAIN CITY:

Haley Luptoni Village Administrator

Approved as to form:

Law Director

Village of Plain City

7

<u>Exhibit A</u> Annocation Legal Description and Survey

LEGAL DESCRIPTION

Description of 122,468 ACRES 1/- TO BE ANNEXED FROM DARBY TOWNSHIP' TO CITY OF PLAIN CITY

Equated in the State of Olds, Occury of Madison, Tomoshy of Daiby, Veyda's Military Sorrey Humber 1761, 1763, 6596, and 12014 and being effort in order 1865, and the state of the state of

Exception a a point in the containment Latey the Part City Road, being a point in the entiting City of Plata City
Comparation Line, Resolving timber 16-19, Orderand Norther 17-19, instrument Norther 2010/00/11264, being a point in a
westerly fact of a 25.337 serie used of fixed as conveyed to D.R. Hortonindson, LLC, of record in Ocea Book 201, Page 2555,
and being a scotheseletify comer of a 18.8120 serie used as conveyed to Helmodia Church inc., of record in Deed Book 285,
Dear 16.11:

Theory Bouth 35'32'14" West, which controlled of sold tryleyate Plain City Road, with said existing City of Plain City
Consecution Line, the worldly Face of used 28.337 erea inot, with the worldly line of a 16.532 ears best of land as conveyed
to High and Reity Drawlopment LLO, of record in Deed Book 367, Page 2479, a distance of 1665.14 feet to a scotherately
comm of a 1.651 ears treat of land, as conveyed to Party E. Troyer, of second in Deed Book 149, Page 2336;

Thance South 50 40 14 "Yest, confinying with said eduling City of Plata City Corporation Line, and the trestory fine of said 61,250 ecce heet of I may, a Citizeca of 247,29 feed to the neitheestary correct of 5,920/2 are treet of land as conveyed to Racdoll Lynn Miller and Melleso Darm Miller, of record in Official Record 211, Page 2009;

There with the parimeter of a rid 5.9201 area lead the following courses:

Konh 44"49'80" West, a distance of \$21.70 feet to a conserit coof;

South 4516161 West, a distance of Bis 08 feet to a point in an easterly like of a 92.68 are tract of trades conveyed to Linda 8, liker, of record in Ulinchi Record 228, Pega 1779;

There with the perimeter of said \$2.48 area fract the forming correct;

North 44"49"46" West, a distance of 637,68 feet to a corner thereof;

North 74'45'46' Weel, a distance of 1791,50 feet to a constitution for 59,512 agree heat of hand as conveyed to Except A. Benchy and Burke M. Benchy, Co-Trothees, of record in Deed Book 351, Page 2385;

There e Houlb 4-6946' West, with the easterly Eco of said 59.632 are lived, a distance of 6 69.00 feet to a point to the accidenty Loc of an 23.721 erre test as conveyed to 8 & D Cingetch Farmt LLC, of recordin Deed Book 281, Page 1278;

Theree South 68'16'46' East, with the perimeter of said £0.721 accessed of land, a distances of 2005.84 feet to a corner statement.

There alloth 11'31'14' East, contining with the perimeter of self-82,721 and fact of load, a distinct of \$96.39 feet to the southerstelly countrief an 4.450 sear head as conveyed to Rendy Heller and Hellers Heller of record in Official Record 241, Page 1984 and the resulterstelly countrief a 21.102 and text as conveyed to Dan J. Official cheered in Deed Book 277, Page 1652.

Thence with the southerly the of a sid 4.450 the following courses:

Horth 81"21'51" East, a distance of 202.17 feet to a point;

South 78" \$3"41" East, a d'itente of 189.71 fest to a point,

North B3"06'07" East, a distance of 220.57 feet to a point;

North 89'24'19' East, a distance of 115 50 feet to a point;

North 74"01"19" East, a distance of 94.41 feet to a point;

Roth 48°2756' Eath, a Chinose of 188.69 feel to a point in the routherly the of a 11.324 accessored as conveyed to D&E Land Holdings Co LIC, of record in Deed Book 224, Page 1874;

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763510-AHHEXATION-122.460 AO.6ccx 11/14/2022

Page 2 of 2

Theore South 63/43/46 East, with the equitority line of each \$1,324 eace tract, and with the courterly line of an 8,470 acre tract as correged to thisted Buthel Hannockie Church Incol record in Deed Book 265, Page 1923, a distance of 351,59 feet to the northwesterly course of each \$1,8920 acre tract;

These with the perimeter of self 19.0120 screbect the following courses:

South 11"38"03" West, a distance of 766.65 feet to a polat;

South 64'36'43' Cast, a distance of 754.04 feet to the Point of Beginning and containing 122.468 acres of fund, more or less,

His nuceration description of the forestion of the property to be concerd and is not a boundary asserty as defined in 0.h.C. Chapter 4733.37. The shower exercised contains a primeter distance of 1,813.42 feet configurum with the existing City of Pela City Corporation in the Dy Recording Humber 16-19, Ordinance Humber 17-19, indicated Norther 2000/2001264 and de total primeter of 1,774.03 feet to be cancered, and 15.4% of the perimeter fragish is configurous to the City of City of Piela City Capperellon line.

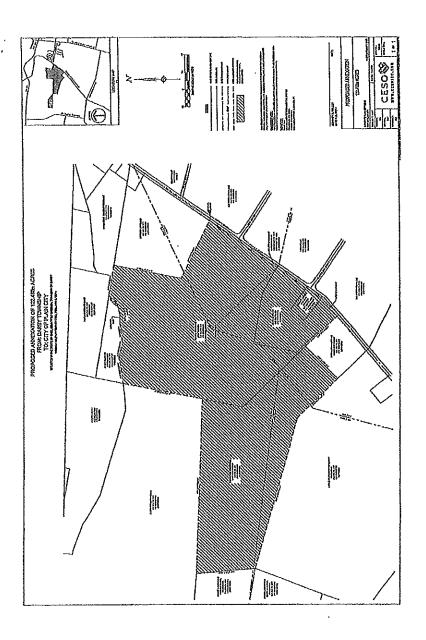
CESO, tho,

Jellief A Miller, PS Registered Surveyer No. 7211

DNA

CESO 🕸

2005.0A 604.221-ROITAX3HHA-012007 2102/14/11



<u>Affidavit</u>

MADISON GOURT.Y COMMISSIONERS

1073 HAR 21 PM 12: 52

AFFIDAVIT OF NOTICE TO TOWNSHIP, MUNICIPALITY, AND SURROUNDING PROPERTY OWNERS OF ANNEXATION PETITION FILING

STATE OF OHIO) SS: COUNTY OF FRANKLIN

Erio Zartman, being first duly sworn, deposes and says that he is an attorney at the law firm of Underhill & Hodge LLC, being the agent for the petitioners in that certain Amexation Petition wherein it is prayed that 122,468± acres, more or less, currently located in Darby Township, be annexed to the Village of Plain City, Ohio. Said Annexation Petition was filed in accordance with the provisions of Section 709.023 (an "Expedited Type II" annexation) of the Ohio Revised Code with Madison County Board of County Commissioners on March 16, 2023.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the Council Clerk of the Village of Plain City on March 16, 2023. Said personal service on the Village of Plain City Council Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code.

A copy of the Annexation Petition, petition attachments, map and legal description was served personally on the <u>Township Clerk/Fiscal Officer of Dayby Township</u> on <u>March 21, 2023</u>. Said personal service on the <u>Dayby Township</u> Clerk occurred within five (5) days from the date the annexation petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code.

On March 16, 2023, a copy of the Annexation Petition, petition attachments, map and legal description were sent by U.S. Mail to all property owners adjacent to and directly across the street from the territory proposed to be annexed. Said mailing occurred within five (5) days from the date the Annexation Petition was filed, in accordance with Section 709.023(B) of the Ohio Revised Code.

Further Affiant Sayeth Naught.

wom to before me and signed in my presence; a Notary Public in and for said State and County

KNIBERLY R. GRAYSON Holary Public, Siste of Ohlo Bly Convolssion Expires 01-11-2025

Sissy Wiseman

From:

Eric Zartman <eric@uhlawlirm.com>

Sent:

Tuesday, March 21, 2023 12:52 PM

To:

Commissioners

Subject:

Attachments:

122.468 Acre Annexation from Darby to Plain City
3.16.23, Filed 122.468 Acre Annexation from Darby to Plain City.pdf; Affidavit of

Hello,

This email is to submit the attached affidavit of meeting notice requirements for the 122,468 Acre Annexation from Darby to Plain City. Please let me know if you have any questions or comments.

Thanks,

Eric J. Zartman, Esq. Underhill & Hodge, LLC 8000 Walton Parkway, Suite 260 New Albany, Ohio 43054 O: 614-335-9328 M: 614-309-2509

Resolution

RESOLUTION NO. 07-2023

MÁDISOÑ GOUNLY COMMISSIGNERS

A RESOLUTION STATING WHAT SERVICES THE VILLAGE OF MAIN 29T PH 2: 1,6 WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 0, 10910, AND 10930 LAFAYETTE PLAIN CITY ROAD

WHEREAS, Wilcox Investment Group, LLC, on behalf of property owners of approximately 122.468 */- acres of land located at 0, 10910, and 10930 Lafayette Plain City Road, Parcels #02-00357.003, 02-00357.000, and 02-00167.000, desires annexation into the Village of Plain City; and

WHEREAS, Ohio Revised Code 709.03(0) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

WHEREAS, the Council of the Village of Plain City finds that the general good of the territory sought to be annexed will be served by its annexation to the Village of Plain City and that the territory is not unreasonable large to be annexed; and

WHEREAS, the Council of the Village of Plain City has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the Village of Plain City, and that said annexation at the earliest possible date is in the best interest of the Village of Plain City.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Plein City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village of Plain City will provide to the territory sought to be annexed all services that are currently available to the remainder of the Village, specifically including the following:

- A. The services of full-time administrative staff, including the Village Attorney, Village Finance Director, Utility Clerk, and Village Income Tax Director.
- B. The services of the Village Development Services Department, which performs work related to the enforcement of the Planning and Zoning Code of the Codified Ordinances of the Village of Plain City.
- C. The services of the West Jefferson Building Department, which performs technical and professional work related to the issuance of building permits, occupancy permits, and relevant inspections.
- D. The services of the full-time Plain City Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately five minutes.
- E. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Pleasant Valley Joint Fire District, which currently services the territory with fire protection and emergency medical

services.

- F. The services of the Village Public Works Department, including roadway maintenance and repairs, moving of public rights-of-way, stormwater, snow plowing, and sign and guardraft maintenance.
- G. The Village has franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Local Waste, inc.

Section 2. The Village has the capacity and will be able to provide wastewater collection and treatment and water treatment and distribution at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the financing of the construction of the water and sewer mains.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the Village from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the Village of Plain City zoning and permit uses, if the Village determines there are clearly incompatible uses permitted under Madison County regulations in effect at the time of the filing of the petition, then the Village of Plain City will require the owner or owners of the annexed property to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Madison County. The term "buffer" includes open space, landscaping, fences, walls, and other structured elements such as streets, street rights-of-way, bloycle trails, pedestrien pathways, and sidewalks.

Section 5. The Clerk of Council of the Village of Plain City is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Madison County.

Section 6. This Resolution shall be effective from and after the earliest period provided by law.

Passed: March 27 , 2023.

Attest: March 13 , 2023.

First reading: March 13 , 2023. Vote: yea nay abstain

Second reading: March 27 , 2023. Vote: S yea nay abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordhances. The posting was done from March 28, 2023 to March 28, 2023 at the Office of the Clerk of Council located at 800 Village Boulevard; all being in the Village of Plain City, Chio and the Village of Plain City Website at www.plain-city.com.

Date: March 28, 2023 Justin Bair

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.