

07-12

AN ORDINANCE APPROVING AND ACCEPTING A PRE-ANNEXATION AGREEMENT WITH ATTACHMENTS AND EXHIBITS, ATTACHED AND INCORPORATED HEREIN BY REFERENCE.

BE IT ORDAINED by the Council of the Village of Lithopolis, Fairfield County, State of Ohio:

SECTION 1. The Council of the Village of Lithopolis has reviewed and discussed the Pre-Annexation Agreement, with attachments and exhibits, regarding the annexation of certain properties owned by Stanley and Elizabeth Bradley.

SECTION 2. Council accepts the proposed Pre-Annexation Agreement, with attachments and exhibits, as presented.

SECTION 3. This ordinance shall be in full force and effect at the soonest date provided by law.

DATE PASSED: April 24, 2012

ATTEST: Jacinta Seagraves SIGNED
CLERK

[Signature]
MAYOR

DATE:

4/24/12

DATE:

4/24/12

APPROVED AS TO FORM:

[Signature]
JON BROWNING
VILLAGE SOLICITOR

PRE-ANNEXATION AGREEMENT

This PRE-ANNEXATION AGREEMENT (the "Agreement") is entered into by and among the VILLAGE OF LITHOPOLIS, Ohio ("Lithopolis"), an Ohio statute municipal corporation, and Stanley and Elizabeth Bradley ("Owners").

PURPOSE

WHEREAS, **Owners** are owners of real property containing approximately **9.00** acres located **South of Lithopolis Road, and between Winchester Southern Road and Elder Lane and being situated in Fairfield County**, which is contiguous with the boundaries of Lithopolis, being more fully described in Exhibit A attached hereto; and

WHEREAS, the Owner(s) desires to annex their properties to the Village of Lithopolis; and

WHEREAS, Lithopolis desires to have Owner(s) annex; and

WHEREAS, the Owner(s) can benefit in the future by receiving village utilities at the in-town rate, comprehensive planning, police protection and other incentives and benefits provided to village residents from Lithopolis upon annexation; and

WHEREAS, Lithopolis can offer its municipal services to the **9.00 +/-** acres (the "Property") comprising the parcels to be annexed, if the Property is annexed to Lithopolis; in particular, Lithopolis can immediately provide police protection and franchise refuse service and in the future provide potable water and sanitary sewer service to the Property, as desired by the Owners;

NOW, THEREFORE, in consideration of the foregoing mutual promises, Lithopolis and Owner(s) of the property agree as follows:

1. Annexation Petition. The Owner(s) will exert their best efforts to annex the Property to Lithopolis, which effort shall include their cooperation with the preparation and execution of an annexation petition and supporting information. The annexation process shall be a "Type II" annexation as provided in ORC § 709.023. The Owner(s) agrees that they will execute the annexation petition, and will execute any other documents reasonably necessary to effectuate the annexation as may be required by law so long as the Owner(s) do not thereby incur additional cost or expense. The Owner(s) further agree that they will continue to support the annexation to Lithopolis throughout the process, as long as this Agreement is in effect and Lithopolis is able to provide the services contemplated herein. Owner(s) and Lithopolis also agree to provide necessary affidavits and/or witnesses, as necessary, to support the annexation at hearing or otherwise.

Lithopolis may assist in creating, collecting, and causing to be filed the requisite annexation petition and supporting documents required by this Agreement. **Owner(s) shall not be required to annex until at least one (1) other contiguous parcel, south of Lithopolis Road joins the annexation.** Owners shall be responsible for, at least, the cost of surveying of their individual parcels that may be necessary for the accurate completion of the annexation petition.

Notwithstanding the foregoing, if the annexation petition is rejected by the Fairfield County Commissioners, Lithopolis may withdraw the annexation petition and Lithopolis may terminate this Agreement upon written notice to Owner(s).

If persons other than those identified herein, who can legally do so and are cumulatively contiguous to the property, request to join in the petition for annexation of the Property to Lithopolis prior to the date of its filing with the Commissioners of Fairfield County, Lithopolis may, but shall have no obligation to, expand the annexation to include such contiguous property. If such expansion is granted, the Owner(s) of such contiguous property shall execute an agreement in form acceptable to Lithopolis hereto agreeing to be bound as Owner by the terms of this Agreement, the "Owner" shall thereafter also include such additional Owner(s); "Property" shall thereafter include said additional contiguous properties; and the signatory parties will cooperate in any and all respects as may be required by law.

2. Service and Support Resolutions. Pursuant to and in accordance with Ohio Revised Code ("ORC") § 709.023(C), Lithopolis agrees to enact, prior to twenty (20) days after the date of filing the annexation petition with the Fairfield County Commissioners, the appropriate ordinance or resolution (the "Service Resolution") stating that the services described in Section 4 below will be provided to the Property upon their annexation. Lithopolis further agrees to cooperate with, and take any and all actions necessary to facilitate, the annexation of the Property.

3. Public Services to be Provided by Lithopolis.

(a) Water. Potable water will be made available to the Properties by Lithopolis pursuant to its Service Resolution when possible and in accordance with the

Lithopolis Water and Sewer Ordinance. Water rents shall be at the “out of town” rate until the annexation is final.

(b) Sanitary Sewer. Properties are already serviced by central sewer. Sewer rents shall be at the “out of town” rate until the annexation is final.

(c) Other Services. Lithopolis will provide police and franchise solid waste service to the Properties as provided to other areas of the Village of Lithopolis.

4. Zoning and building. Lithopolis agrees to place the properties into zoning classifications that most closely represent their current use.

Upon annexation the Property will fall under the jurisdiction of the Lithopolis Building Department.

5. Other Considerations

(a) Storm water Charge. Once the annexation is complete all parcels larger than one (1) acre shall be eligible for Storm Water fee waiver.

6. Miscellaneous.

(a) Relative Rights. The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns of the parties hereto.

(b) Entire Agreement. This Agreement between the parties contains the entire Agreement of the parties with respect to the subject matter. This Agreement may not be modified except by a written document signed by the parties.

(c) Severability. If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such

judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force and effect.

(d) Council Action. The obligations of and agreements by Lithopolis contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Village Council.

(e) Assignment of Agreement. The Owner(s) shall have the right to sell, transfer, assign or otherwise convey, to the transferee of all or any part of the Property, all of such Owner(s)'s rights, duties and responsibilities under this Agreement with respect to the part of the Property transferred to such transferee; provided, however, that no such sale, transfer, assignment or other conveyance of rights, duties and responsibilities under this Agreement shall be effective unless (a) the purchaser, transferee, assignee or other vendee of such rights, duties and responsibilities shall assume such rights, duties and responsibilities in writing for the benefit of all of the parties to this Agreement, and (b) a copy of such assumption is delivered to the other party then having an interest under this Agreement, such delivery to be made to such parties at their respective notice addresses under this Agreement. Upon completion of the actions described in clauses (a) and (b) of the immediately preceding sentence as to any sale, transfer, assignment or other conveyance of rights, duties and responsibilities under this Agreement, the seller, transferor, assignor or other vendor thereof shall be released automatically from all liability and obligation with respect to the rights, duties, and responsibilities so sold, transferred, assigned, or otherwise conveyed.

(f) Notices. Any notices necessary under the terms of this Agreement shall be in writing and be given to the legal counsel for either party or their designated agent, with copies to the Owner(s) at the following respective addresses: Lithopolis' address shall be

Mayor's Office, P. O. Box 278, Lithopolis, Ohio 43136; and the Owner(s) address as set forth in on the signature page and Jon M. Browning, Esq., Browning Law, 243 North Fifth Street, Third Floor, Columbus, Ohio 43215, counsel for the Village. Any party may change its address for notices by giving written notice of its new address for notices to all of the other parties hereto.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and/or assigns. This is the complete Agreement between the parties. If a dispute arises, the Courts of Fairfield County, Ohio shall have jurisdiction to resolve any dispute unless both parties agree to mediate or arbitrate the disputed matter.

(h) Modifications. It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the parties, their Legal Counsel, Agents or Representatives, and that no modifications, alterations or additions shall be made to this Agreement except in writing signed by both parties hereto.

(i) Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

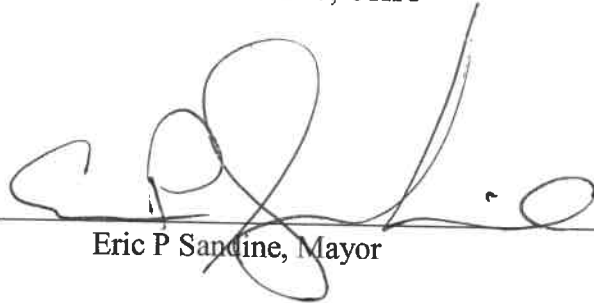
(j) Effective Date. This Agreement shall be effective when signed by all the parties hereto.

(k) Time. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

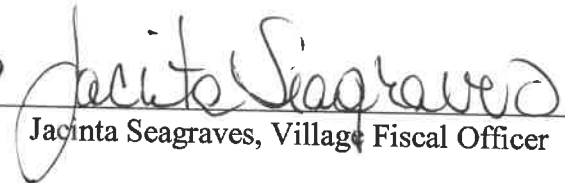
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this
24 day of April, 2012.

VILLAGE OF LITHOPOLIS, OHIO

By:



Eric P Sandine, Mayor



Jacinta Seagraves, Village Fiscal Officer

Owner(s):

Parcel - 0080009720 BRADLEY STANLEY M & ELIZABETH A TRUSTEES 11511 LITHOPOLIS RD NW PO BOX 117 Lithopolis, OH 43136	Parcel - 0080009700 BRADLEY STANLEY MAXWELL TRUSTEE & ELIZABETH ANN TRUSTEE 11475 LITHOPOLIS RD NW PO BOX 117 Lithopolis, OH 43136
x Stanley M Bradley	x Stanley M Bradley
y Elizabeth Bradley	y Elizabeth Bradley
(Empty)	(Empty)
(Empty)	(Empty)

JACINTA SEAGRAVES
NOTARY PUBLIC • STATE OF OHIO
 Recorded in Fairfield County
 My commission expires Aug. 25, 2013

Jacinta Seagraves

LIST OF EXHIBITS
PRE-ANNEXATION AGREEMENT

- A. Individual Parcel Information for the Property
- B. Maps

EXHIBIT A

INDIVIDUAL PARCEL INFORMATION

Tract	Parcel No.	Owner(s)	Address	Acreage
1	0080009720	BRADLEY STANLEY M & ELIZABETH A TRUSTEES	11511 LITHOPOLIS RD NW	7.4
2	0080009700	BRADLEY STANLEY MAXWELL TRUSTEE & ELIZABETH ANN TRUSTEE	11475 LITHOPOLIS RD NW	1.6
3				
4				
5				
6				
Total				9.00

Fairfield County, Ohio - Property Record Card

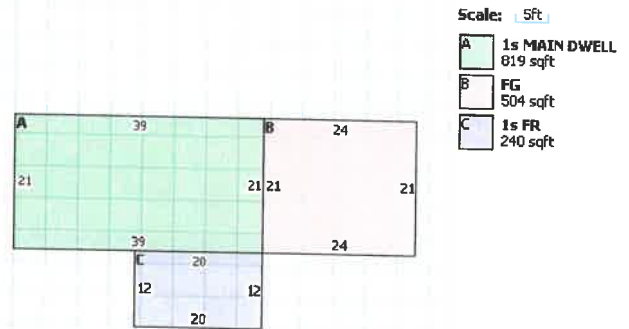
Parcel: 0080009700 Card: 1

Owner BRADLEY STANLEY MAXWELL TRUSTEE & ELIZABETH ANN TRUSTEE
Address 11475 LITHOPOLIS RD NW
Land Use (511) R - SINGLE FAMILY, O-9.999 AC
Class RESIDENTIAL
Legal Description R 20 T 14 S 7 NW

MAP



SKETCH



RESIDENTIAL

Building Style	OTHER	FullBaths	1
Sq.Ft.	1059	Half Baths	0
Year Built	1950	Basement	PART
Stories	1	Basement Area	0
Exterior Wall	ALUMINUM/VINYL	Rec Room Area	0
Rooms	5	Heat Fuel Type	OIL
Bedrooms	2	Heat/Cool	CENTRAL
Family Rooms	0	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Desc.	Front	Depth	Acreage	SqFt	Value
HOMESITE	0	0	1	N/A	\$34,000
UNDEVELOPE	0	0	0.6	N/A	\$4,500

VALUATION

	Appraised	Assessed
Land Value	\$38,500	\$13,480
Building Value	\$47,710	\$16,700
Total Value	\$86,210	\$30,180
CAUV Value	\$0	
Taxable Value	\$30,180	

PERMITS

Number	Date	Purpose	Amount
0002590	01-APR-90	ADD 12X20	\$100.00

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	RG1 - FRAME	1900	28x32	\$5,960.00

SALES

Date	Buyer	Seller	Price	Validity
11/15/2007	BRADLEY STANLEY MAXWELL TRUSTEE	BRADLEY STANLEY M	\$0.00	
12/18/1996	BRADLEY STANLEY M	BRADLEY ILO E	\$0.00	

Fairfield County, Ohio - Property Record Card

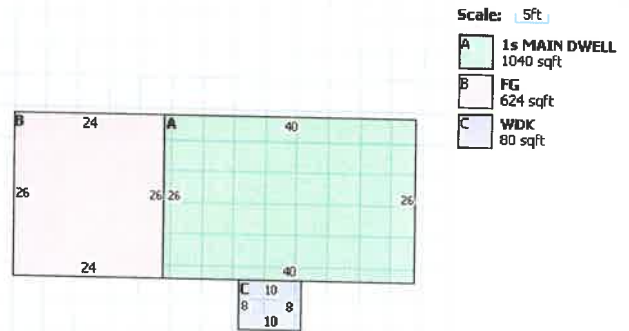
Parcel: 0080009720 Card: 1

Owner BRADLEY STANLEY M & ELIZABETH A TRUSTEES
Address 11511 LITHOPOLIS RD NW
Land Use (511) R - SINGLE FAMILY, O-9.999 AC
Class RESIDENTIAL
Legal Description R 20 T 14 S 7 NW

MAP



SKETCH



RESIDENTIAL

Building Style	RANCH	FullBaths	2
Sq.Ft.	1040	Half Baths	0
Year Built	1981	Basement	FULL
Stories	1	Basement Area	0
Exterior Wall	ALUMINUM/VINYL	Rec Room Area	0
Rooms	5	Heat Fuel Type	ELECTRIC
Bedrooms	3	Heat/Cool	CENTRAL AIR CONDITION
Family Rooms	0	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Desc.	Front	Depth	Acreage	SqFt	Value
HOMESITE	0	0	1	N/A	\$34,000
UNDEVELOPE	0	0	6.4	N/A	\$48,000

VALUATION

	Appraised	Assessed
Land Value	\$82,000	\$28,700
Building Value	\$64,230	\$22,480
Total Value	\$146,230	\$51,180
CAUV Value		\$0
Taxable Value		\$51,180

PERMITS

IMPROVEMENTS

SALES

Date	Buyer	Seller	Price	Validity
1/17/2008	BRADLEY STANLEY M		\$0.00	
7/26/1999	BRADLEY STANLEY M	BRADLEY STANLEY M	\$0.00	
5/24/1993	BRADLEY STANLEY M	BRADLEY STANLEY M	\$0.00	