

IN THE MATTER OF AMENDING RESOLUTION #21-196, DATED MAY 6, 2021, FOR GRANTING THE ANNEXATION OF 142.50 ACRES± TO THE VILLAGE OF CRIDERSVILLE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of May, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on May 6, 2021, the Board of County Commissioners passed Resolution #21-196, granting the annexation of 142.50 acres ± to the Village of Cridersville as petitioned by the Crossroads of Northwest Ohio LLC; and,

WHEREAS, it has now been brought to the attention of the Clerk of the Board that the acreage amount in said Resolution's was is incorrectly stated as 142.50 and the correct amount of acreage should be 106.42 acres, more or less.

THEREFORE, BE IT RESOLVED, that the Board of Commissioners, Auglaize County, Ohio, does hereby amend Resolution #21-196 to read the correct amount of acreage for annexation to the Village of Cridersville as petitioned by the Crossroads of Northwest Ohio, LLC is 106.42 acres, more or less.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
11th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spence, Yes
Douglas A. Spence

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

cc: Village of Cridersville
Auditor
Engineer
J. Grant Neal Agent
Duchouquet Township Trustees

IN THE MATTER OF GRANTING AN ANNEXATION OF 142.50 ACRES, MORE OR LESS, TO THE VILLAGE OF CRIDERSVILLE FROM DUCHOUQUET TOWNSHIP; PETITIONED BY THE CROSSROADS OF NORTHWEST OHIO, LLC; FILED BY J. GRANT NEAL, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on May 5, 2021, a petition for annexation of a total of 142.50 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by J. Grant Neal; and,

WHEREAS, the requirements for the filing of said petition were all met, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Cridersville and Duchouquet Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioner requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 142.50 acres, more or less, to the Village of Cridersville as petitioned by the Crossroads of Northwest Ohio, LLC filed by J. Grant Neal, Agent, by pursuant to ORC Section 709.022.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
County Engineer
J. Grant Neal, Agent
Duchouquet Township Trustees
Village of Cridersville

RECEIVED

MAY - 5 2021

PETITION FOR ANNEXATION

Board of
County Commissioners

To: Board of County Commissioners, Auglaize County, OH

The undersigned, The Crossroads of Northwest Ohio, LLC, hereby petitions for annexation of the below referenced parcels under Ohio Revised Code sections 709.21 and 709.22.

The parcels that are to be annexed into the Village of Cridersville are particularly described and depicted in Exhibits A, B, and C of the Annexation Agreement attached hereto. The territory proposed to be annexed is contiguous territory to the Village of Cridersville. The Crossroads of Northwest Ohio is the 100% owner each of these parcels. The petitioners represent that the property is not unreasonably large, and that on balance, the general good of the territory proposed to be annexed will be served, and the benefits of the territory proposed to be annexed will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted.

Therefore, The Crossroads of Northwest Ohio, LLC respectfully requests that the parcels described in Exhibits A, B, and C of the Annexation Agreement attached be annexed into the Village of Cridersville.

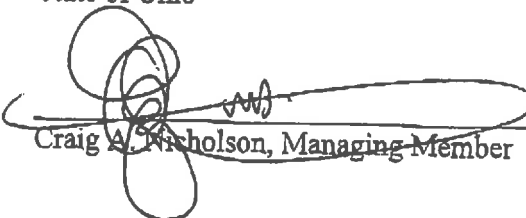
The undersigned, Craig A. Nicholson, is the managing member of The Crossroads of Northwest Ohio, LLC, and authorized to sign on behalf of that entity.

The undersigned hereby appoints and designates Grant Neal, 540 W. Market St. Lima, OH 45801, as agent for the petitioner

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

Dated: May 03, 2021

THE CROSSROADS OF NORTHWEST OHIO, LLC
a limited liability company organized under the laws of the
State of Ohio


Craig A. Nicholson, Managing Member

I hereby accept the designation as agent for the petitioner, dated this 5 day of May, 2021.


J. Grant Neal

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 30 day of March, 2021 between the Village of Cridersville, Ohio (the "Village") and the Board of Trustees of Duchouquet Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, The Crossroads of Northwest Ohio, LLC (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desires to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolution duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.

2. Township Consent. The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to this Agreement shall consist of parcels B0503603600 (see "Exhibit A," attached), B0503600300 (see "Exhibit B," attached), and B0503600100 (see "Exhibit C," attached), located in Duchouquet Township, Auglaize County, Ohio.

4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.

6. Severability. In the event any one or more of the provision of this Agreement are held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. Such provision shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

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

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C.§709.192. All prior agreements between the parties, either written or oral, are superseded by this Agreement.

Signed and acknowledged:

THE VILLAGE OF CRIDERSVILLE

By: Rick Walls
Rick Walls
Its Mayor

THE BOARD OF TRUSTEES FOR
DUCHOUQUET TOWNSHIP

By: Rick Place
Rick Place, Trustee

By: Bruce Rohrbacher
Bruce Rohrbacher, Trustee

By: Dwight Steinke
Dwight Steinke, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Angela Elliott
Village Solicitor

Edwin A. Pierce
Edwin A. Pierce
Auglaize County Prosecutor

6. Severability. In the event any one or more of the provision of this Agreement are held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. Such provision shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

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Signed and acknowledged:

THE VILLAGE OF CRIDERSVILLE

By: _____
Rick Walls
Its Mayor

THE BOARD OF TRUSTEES FOR
DUCHOUQUET TOWNSHIP

By: _____
Rick Place, Trustee

By: _____
Bruce Rohrbacher, Trustee

By: _____
Dwight Steinke, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Angela Elliott
Village Solicitor

Edwin A. Pierce
Auglaize County Prosecutor

EXHIBIT A

Situate in the Township of Duchouquet, County of Auglaize and State of Ohio, to-wit:

The west half of the southwest quarter of Section 36, Town 4 South, Range 6 East, save and except 10 acres of uniform width off of the north end thereof heretofore sold to H. R. and Velma Howell, as evidence by deed recorded in volume 140, page 160, Deed Records of Auglaize County, Ohio, leaving 70 acres, more or less, but subject to legal highways.

Subject to easements and restrictions of record or in use on the premises.

Situated in the Township of Duchouquet, County of Auglaize, and State of Ohio:

The north ten (10) acres of the west half of the southwest quarter of Section Thirty-six (36), Town Four (4) South, Range Six (6) East, more particularly described as follows, to-wit:

Commencing at the northeast corner of the said west half of the Southwest quarter; thence south on the quarter section line twenty (20) rods; thence west parallel with the half section line eighty (80) rods to the north and south section line; thence north on the north and south section line twenty (20) rods to a point, said point being the north-west corner of said eighty acre track; thence east on the east and west half section line eighty (80) rods to the place of beginning,

SAVE AND EXCEPT THEREFROM 385.00 feet to uniform width off of the entire East side thereof.

Containing after said exception 7.08 acres of land, more or less.

Subject to easements and restrictions of record or in use on the premises.

Parcel No. B0503603600

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EXHIBIT B

Situated in the County of Auglaize, State of Ohio and Township of Duchouquet, to wit:

Commencing at a point $38\frac{2}{3}$ rods West of the Northeast corner of the South part of the West one-half of the Northwest Quarter of Section 36, township 4 South, Range 6 East, at the intersection of roads running East and West and North and South; running thence South 96 rods; thence West $41\frac{1}{3}$ rods; thence North 96 rods; thence East $41\frac{1}{3}$ rods to the place of beginning, containing $24\frac{4}{5}$ acres of land, more or less. Subject to right-of-way of Shell Petroleum Corporation.

SAVE AND EXCEPT:

A parcel of land in the northwest quarter of Section 36, Town 4 South, Range 6 East, more particularly described as follows:

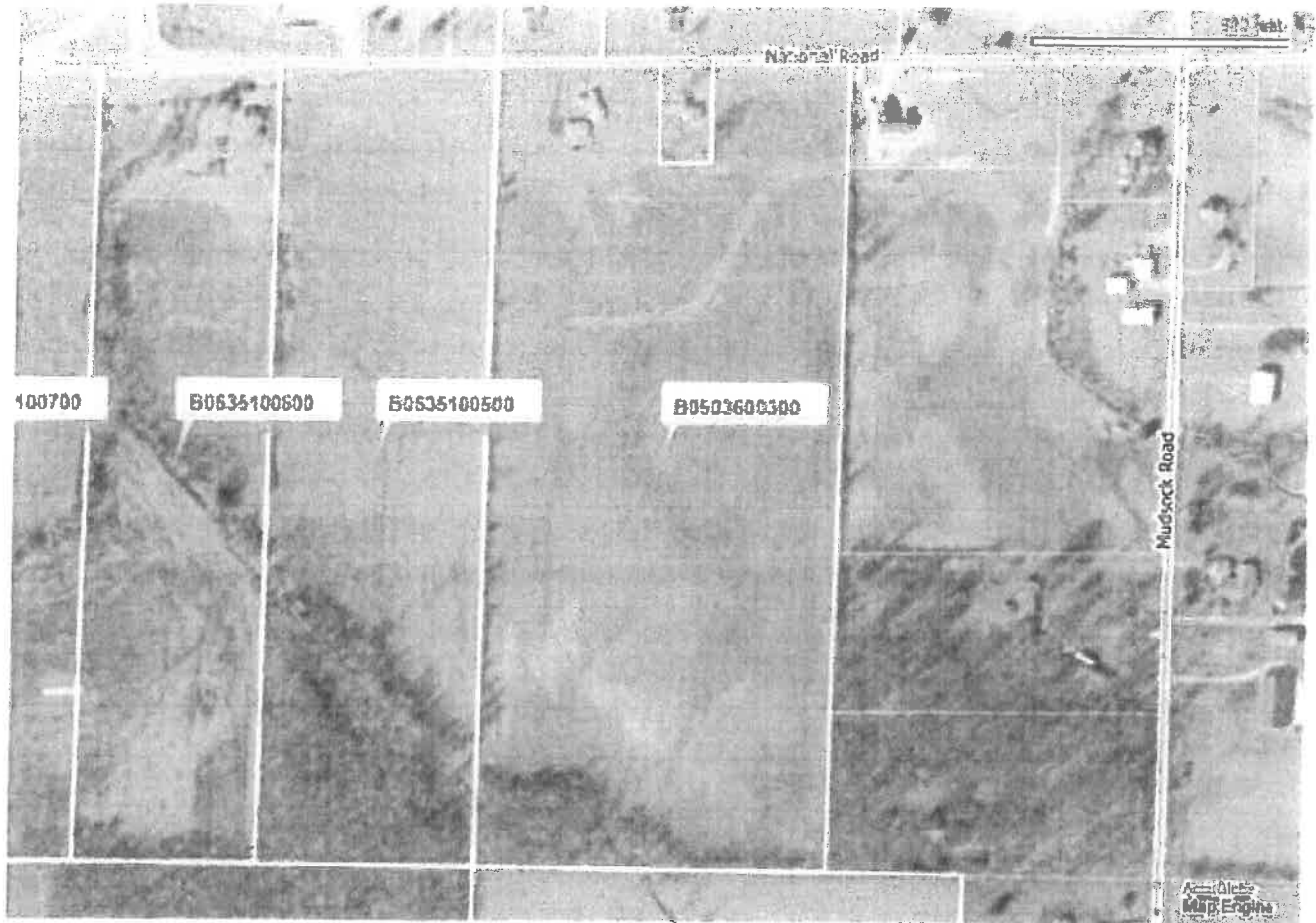
Commencing at the intersection of the centerline of the National Road with the centerline of the Mudsock Road; thence West along the centerline of the National Road 905 feet to the place of beginning, thence South with an interior angle of 88 deg. 45 min. a distance of 200 feet to a stake; thence West 100 feet to a stake; thence North 200 feet to the centerline of the National Road; thence East along the centerline of the National Road, 100 feet to the place of beginning.

Property Address: 17020 National Road, Wapakoneta, Ohio 45895

Parcel No.: B05-03600300

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EXHIBIT C

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio, to wit:

5 acres of land, more or less, off of the west side of the west part of the northwest part of the northwest quarter of the northwest quarter of section number 36, township 4 south, range 6 east, Duchouquet Township, Auglaize County, Ohio, more fully described as follows: Commencing at the northwest corner of said section 36, and running thence south on the west line of said section 64 rods to the center of the Cridersville Pike; thence east in the center of said Pike 196.25 feet; thence north on a line parallel with the west line of said section 64 rods more or less to the north line of said section; thence west on said north line, it being also the county line between Auglaize and Allen Counties, 196.25 feet to the place of beginning containing 5 acres of land, more or less, subject to all legal highways.

Permanent Parcel No. B05-036-001-00

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