

RESOLUTION 2025-_____

**RESOLUTION TO APPROVE ANNEXATION AGREEMENT BETWEEN HILLIAR
TOWNSHIP, THE VILLAGE OF CENTERBURG, AND THISTLEGATE 16, LLC,
PURSUANT TO OHIO REVISED CODE SECTION 709**

WHEREAS, Council for the Village of Centerburg desires to annex Parcel No. 17-00686.000 (the “Subject Property”), commonly known as 85.407 Acres on Johnsville Road, to the Village to provide sanitary sewer services to the Subject Property; and

WHEREAS, Council desires to authorize the Mayor to enter into the Annexation Agreement, attached hereto as Exhibit A, with Hilliar Township and Linda Hondros, Authorized Representative of Thistlegate 16, LLC.

NOW THEREFORE BE IT RESOLVED by Council for the Village of Centerburg, Knox County, Ohio, that:

SECTION 1. Council for the Village of Centerburg declares it necessary to annex the Subject Property to provide sanitary sewer services.

SECTION 2. Council hereby authorizes the Mayor for the Village of Centerburg to execute the attached Annexation Agreement.

WHEREFORE, this Resolution shall take effect immediately.

DATE PASSED _____

PRESIDENT OF COUNCIL

AT _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the Resolution or a summary of the Resolution was published once a week for two consecutive weeks on _____, 2025 and _____, 2025 in conformance with the Ohio Revised Code 731.21(A).

FISCAL OFFICER

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2025 (the “**Effective Date**”), by and among the following who shall collectively be referred to as “**Parties**” or individually as “**Party**”:

- A. THISTLEGATE 16, LLC, an Ohio limited liability company, who owns certain Property as identified below (“**Owner**”); and
- B. The VILLAGE OF CENTERBURG, KNOX COUNTY, OHIO, a municipal corporation (the “**Village**”); and
- C. HILLIAR TOWNSHIP, KNOX COUNTY, OHIO (the “**Township**”).

RECITALS:

WHEREAS, the Parties desire for the Annexation of a certain property to the Village as part of this Agreement, consisting of approximately ± 85.407 acres, with permanent parcel ID 17-00686.000, and located in Hilliar Township, Knox County, Ohio (which land is specifically described in EXHIBIT A attached hereto); and,

WHEREAS, the property which is the subject of this agreement and more specifically described on the attached Exhibit A, shall be referred to herein as the as the “**Property**”; and,

WHEREAS, the Parties agree that it is in their mutual interest during the annexation process to enter into this Agreement to ensure certain conditions are met in advance of annexation of the Property; and,

WHEREAS, the Property will benefit by receiving municipal services and comprehensive planning and zoning from the Village upon annexation; and,

WHEREAS, the Property seeks annexation specifically to contract for sewer services with the Village; and,

WHEREAS, the Parties acknowledge that this Agreement constitutes an annexation agreement under Ohio Revised Code Section (“**R.C.**”) 709.192 as provided for in R.C. 709.023(H); and,

WHEREAS, the annexation process described herein will be the special procedure of annexing land known as “Expedited Type II” and as provided in R.C. Section 709.023, and,

WHEREAS, the Village, Township and Owner agree that they will, respectively, abide by all timelines, processes, procedures, and pass all necessary legislation to effectuate annexation as described in R.C. 709.23 and Village ordinance(s), and,

WHEREAS, this Agreement has been approved and the execution hereof authorized by the Village pursuant to Ordinance/Resolution No. _____ passed on _____; and,

WHEREAS, this Agreement has been approved and the execution hereof authorized by the Township pursuant to Resolution No. _____ passed on _____.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Village, Township, and Owners covenant and agree as follows:

Section 1. Filing Annexation Petition(s) and Related Approvals.

A. Petition(s) for Annexation; Annexation. Upon signature of this Agreement by all Parties, the Village Solicitor shall prepare the annexation petition for review and approval by the Parties. Owner shall provide the Village Solicitor with the necessary map(s), legal description(s) of the perimeter(s), and any other document(s) necessary and required for the annexation of the Property via an Expedited Type II annexation within 45 days of signature of this Agreement. The Village may advance any costs and other filing fees that may be charged by the Board of County Commissioners of Knox County, Ohio (the “**Commissioners**”), which shall be reimbursed to the Village by Owner. Owner hereby agrees to pay the \$1500 fee to initiate the annexation of the Property. The Village and the Township each agree that they shall, respectively, within the necessary timeframes or extensions thereof, adopt and file with the Commissioners an ordinance or resolution consenting to the proposed annexation petition, as set forth in R.C. 709.023(D).

By executing this Agreement, each Party agrees to continue efforts to annex the Property into the Village, in all instances and in collaboration with the other Parties and Village Solicitor, by no later than six (6) months following execution. If any Party fails to cooperate in the necessary procedures to complete annexation, then any other Party has the authority to file an action to compel said breaching Party’s compliance with the mutual obligations herein as allowed under Ohio law.

B. Village Service Resolution/Acceptance of Annexation. Pursuant to and in accordance with R.C. 709.023(C), the Village shall adopt, within twenty (20) days (or any reasonable extension of said timeframe) after the date of filing any Expedited Type II annexation petition with the Commissioners, the appropriate resolution of services (the “**Services Resolution**”) stating the services, including but not necessarily limited to those described in Section 3 of this Agreement, that will be provided to the Property upon annexation. In the event that the Commissioners approve the annexation petition, the Village shall accept the annexation of the Property by emergency ordinance and in accordance with R.C. 709.04.

C. Property Shall Remain in the Township. The Parties acknowledge and agree that the Property, upon annexation, shall not at any time be excluded from the Township under R.C. 503.07 and, thus, shall remain subject to the Township’s real property taxes.

D. Zoning Considerations. The Parties agree that the Property, whether the annexation is complete, or during such time the annexation is pending, is subject to Village Zoning Code and any variances or plan approvals or other zoning matters shall be subject to the review of the Village Planning Commission, Board of Zoning Appeals or Village Council as may be appropriate. Regarding the Property subject to this Agreement for which the Village receives any application for zoning approval, the Village shall provide the Township a copy of the application and notice of any hearing dates with adequate time to provide comments to the Village Planning Commission, Board of Zoning Appeals or Village Council regarding all zoning applications for said Property.

- i. During the pendency of the annexation process, the Owner agrees not to subdivide or otherwise split any portion of the Property. The Owner further agrees and covenants to maintain the Property as a single, unified parcel throughout the annexation period.
- ii. Following the completion of the annexation of the Property into the Village, the Owner agrees to submit any proposed lot splits or subdivisions to the Village for prior review and approval in accordance with applicable law. Should Owner proceed with any lot split without obtaining the Village's prior written approval, the Village reserves the right to require the Owner to re-combine the affected lots into a single parcel at the Owner's sole expense.
- iii. Upon annexation, the Property shall be assigned a zoning classification of Estate Residential (ER), as set forth in Section 1105.04 of the Codified Ordinances of the Village of Centerburg.

Section 2. Infrastructure Improvements and Public Services.

A. Infrastructure Improvements.

(i) Sanitary Sewer Service. The Village covenants and agrees that it has, at the time of the signing of this Agreement, available capacity to provide sanitary sewer service to the Property. All sewer lines are to be installed pursuant to plans and specifications approved by the Utilities Superintendent or Village Engineer in accordance with the Village's usual and customary requirements.

The Village agrees to provide Owner with taps for sanitary sewer and sanitary sewer service at the same rates as offered to all others, and in conformance with Village Ordinances, that are in existence at the time the tap and/or services are being received. Nothing herein shall be deemed to restrict the Village from revising its sanitary sewer rate structure from time-to-time as deemed necessary by Village Council.

(ii) Taps. The Parties agree that the Village agrees to provide one tap to Owner for sanitary sewer services. Any additional installation of taps will require further approval by the Village and must be completed in conformance with application sections of the Codified Ordinances of the Village of Centerburg and any other applicable law.

(iii) Water Service. The Village has contracted with Del-Co Water Co., Inc. to provide potable water to the Village under its service arrangement with Del-Co Water System, to the extent such service is not already in use. It shall be the obligation of the Owner to construct or cause to be constructed the extensions and/or connections to the existing public water lines internal to the Property, at its sole expense, unless otherwise agreed with Del-Co Water Co., Inc. All water lines are to be installed pursuant to plans and specifications approved by the Village Utilities Superintendent and/or Del-Co Water Co., Inc. in accordance with the Village's usual and customary requirements and/or the terms of its agreement with Del-Co Water Co., Inc.

B. Public Services. Upon annexation or as otherwise set forth herein, those public services provided to all citizens of the Village, including the following services and utilities, will be made available by the Village, subject to the terms hereof:

(i) Fire and EMS Services. Fire and EMS Services to the Property will be provided by the Central Ohio Joint Fire District.

(ii) Police Services. The Village will provide police services to the Property similar to such services as provided elsewhere in the Village under the terms of its contract with the Knox County Sheriff.

(iii) Road Access and Road Construction. Any roads that may be constructed within the Property will be constructed by the Owner. All public and private roads are to be constructed in accordance with Village standards existing at the time of approval of any rezoning application, development plan, or site plan for the Property.

C. Approval and Permit Regulation.

(i) Compliance Statement. Nothing in this Agreement shall abrogate the Parties hereto from the zoning process determined by the Village Council.

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

(iii) Permits. The Owner shall obtain all necessary permits from all levels of government to allow the Owner for any building or development of the Property consistent with its zoning. Standards for permit approval and permit costs will comply with all applicable standards (as may be set forth in the Village's Codified Ordinances or elsewhere) at the time of the approval of the rezoning application and future development plans or schemes as the same may be prepared by or for the Owner. The Village agrees to

take all necessary and reasonable steps to process all permits under the control of the Village in a manner consisted with its adopted policies.

D. Dedication and Reservation. All utilities installed within the public right-of-way are to be dedicated to the Village per Village ordinance(s), resolution(s) and/or policy.

Section 3. Miscellaneous.

A. Public Notice and Hearings. All formal actions of the Village and Township, respectively, concerning and pertaining to the matter described herein were taken in an open meeting of the Village Council/Township Trustees, and all deliberations thereby of the Village Council/Township Trustees, and any of its/their committees, that resulted in such formal action were in meetings open to the public, with certain of such meetings as may have been conducted by teleconference, videoconference or similar electronic technological means, as permitted by Amended Substitute House Bill 197 of the 133rd General Assembly of the State of Ohio, effective March 27, 2020, as amended, and all in compliance with legal requirements including R.C. 121.22.

B. Duration of Agreement. Unless otherwise terminated per the terms of this Agreement or otherwise extended by the Parties in writing, the duration of this Agreement is ten (10) years from its Effective Date.

C. Cancellation or Termination. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement as to conflict in law, impracticality and/or acts of God.

D. Entire Agreement; Modifications; Statement of Incorporation. The Parties deem this Agreement as constituting their entire understanding concerning the matters addressed herein, and there are no other agreements, promises, terms, conditions, or understandings, either oral or written, precedent between the Parties. No modifications, amendments, alterations or additions are to be made to this Agreement except in a writing signed by all Parties hereto.

All documents related to this Agreement and/or attached hereto as exhibits or addendums are incorporated into this Agreement by reference as if fully set out at length herein.

E. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by (i) recognized, overnight delivery service, (ii) certified mail, postage prepaid and return receipt requested, or (iii) electronic mail addressed to the other party, at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, notices shall be addressed to:

If to Owner: Thistlegate 16, LLC c/o Linda Hondros 170 North Sunbury Rd Westerville, OH 43081	<i>If to the Village:</i> Village of Centerburg Village Administrator 49 ½ East Main Street Centerburg, Ohio 43011 <i>With a copy to:</i> Metz, Bailey & McLoughlin Attn.: Kyle Stroh, Esq. 33 East Schrock Road, Suite 1 Westerville, Ohio 43081 kstroh@metzbailey.com
	If to the Township: Hilliar Township 5120 Columbus Road Centerburg, Ohio 43011 Hilliar.township@gmail.com <i>With a copy to:</i> Knox County Prosecutor Attn: Chip McConville, Prosecutor 117 East High Street Mount Vernon, Ohio 43050 chipmcconville@co.knox.oh.us

G. Severability. If any clause, sentence, paragraph or part of this Agreement is, for any reason, adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement is to continue in full force or effect.

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

I. Assignment. The Parties acknowledge and agree that any future Owner may contemplate selling all or a portion of its Property described herein during the term of this Agreement, and any such sale, conveyance, or disposition of said Property will allow for the assignment of all rights and obligations of the Owner hereunder to such new owners.

IN WITNESS WHEREOF, the Village, the Township, and the Owner have executed this Agreement on the Effective Date set forth above.

THISTLEGATE 16, LLC
an Ohio limited liability company,

VILLAGE OF CENTERBURG
an Ohio municipal corporation

By: _____
Linda Hondros, Authorized Representative

By: _____
_____, Mayor

Approved as to Form:

By: _____
Kyle Stroh, Village Solicitor

HILLIAR TOWNSHIP

Jason Rogers, Trustee

Eric Cochran, Trustee

John Moore, Trustee

Approved as to Form:

By: _____
Knox County Prosecutor
Chip McConville, Prosecutor

STATE OF OHIO)

COUNTY OF KNOX) SS:
)

On this _____ day of _____, 2025, before me a Notary Public personally appeared _____, as Mayor and the authorized representative of the VILLAGE OF CENTERBURG, OHIO, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the VILLAGE OF CENTERBURG, OHIO and the voluntary act and deed of the VILLAGE OF CENTERBURG, OHIO.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2025, before me a Notary Public personally appeared LINDA HONDROS, authorized representative of THISTLEGATE 16, LLC, an Ohio limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is her voluntary act and deed on behalf of THISTLEGATE 16, LLC, and the voluntary act and deed of THISTLEGATE 16, LLC.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF KNOX)

On this _____ day of _____, 2025, before me a Notary Public personally appeared JASON ROGERS, ERIC COCHRAN, and JOHN MOORE as Trustees and authorized representatives of HILLIAR TOWNSHIP, OHIO, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of HILLIAR TOWNSHIP, OHIO and the voluntary act and deed of HILLIAR TOWNSHIP, OHIO.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

EXHIBIT A

Map and Description of the Property

Instrument Reference No.: 004836160003

Parcel No.: 17-00686.000

The following real estate, situate in Lots 37, 38 and 39, Quarter 1, Township 5, Range 15, Hilliar Township, Knox County, Ohio and being described as follows:

Commencing at a railroad spike found at the intersection of the centerlines of Johnsville Road (State Route 314) and Updike Road (Township Road 109) and being the northwest corner and beginning point of the tract herein described; thence along the centerline of Updike Road South 87 deg. 51' 27" East 1331.03 feet to the northwest corner of a 2.500 acre tract (F. Jr. & J. Wade, D.V. 401, PG. 179); thence along the west line of said tract South 1 deg. 44' 22" West, passing through an iron pin set at 30.00 feet, a total of 500.96 feet to an iron pin found; thence along the south line of said 2.500 acres South 87 deg. 56' 09" East 217.97 feet to an iron pin found at the southeast corner of said 2.500 acres on the west line of a 70.57 acre tract (R. Haigene, D. V. 280, Pg. 127); thence along the west line of said tract and the west line of a 12.12 acre tract (R. Haigene, D. V. 280, Pg. 127) South 1 deg. 43' 16" West 1806.23 feet to an iron pin set on the north line of the former Conrail Railroad (Knox County Board of Commissioners); thence along the north line of said tract South 50 deg. 23' 01" West 1152.27 feet to an iron pin set at the northeast corner of a 2.286 acre tract (R. & L. Ricker, D.V. 465, Pg. 387); thence along the north line of said tract North 88 deg. 32' 49" West 110.40 feet to an iron pin found at the southeast corner of a 7.169 acre tract (R. & M. Guthrie, D.V. 378, Pg. 448); thence along the east line of said 7.169 acres North 2 deg. 03' 24" East 823.36 feet to an iron pin found; thence along the north line of said tract North 88 deg. 32' 20" West, passing through an iron pin found at 349.88 feet, a total of 379.94 feet to the centerline of Johnsville Road: thence along the centerline of said road North 2 deg. 02' 36" West 644.46 feet to a railroad spike found on the north line of Lot 38; thence continuing along the centerline of Johnsville Road North 1 deg. 42' 10" West 1619.85 feet to the point of beginning, containing 85.407 acres, as surveyed in December 2012 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North based on Survey Record T, page 201. Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy and Mills.

For Informational Purposes only:

Commonly Known As: 85.407 acres Johnsville Road, Centerburg, OH 43011

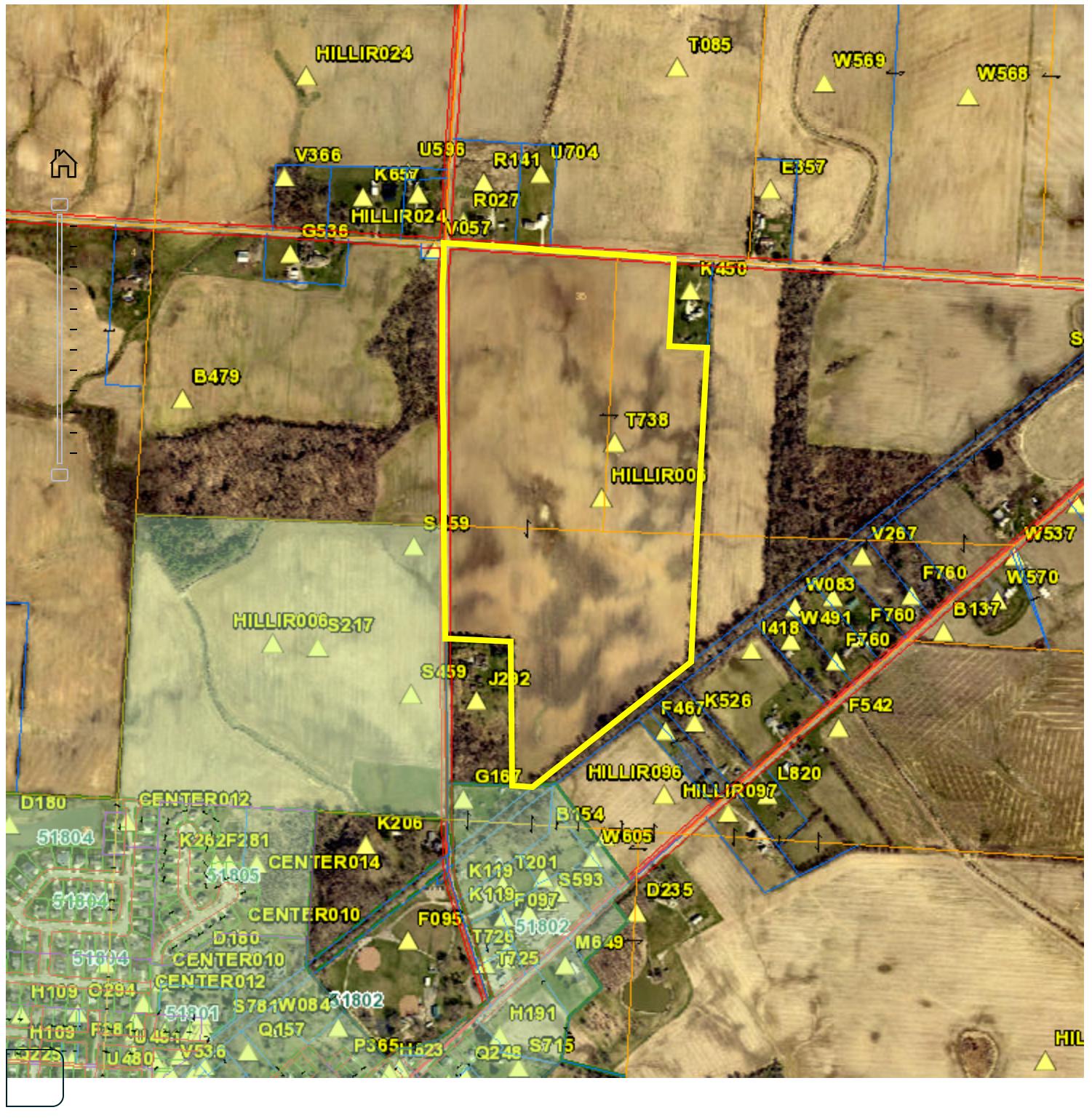
Tax Parcel ID: 17-00686.00

We are upgrading soon! Please visit the new Assessor Map, click here (<https://experience.arcgis.com/experience/e9e5ae0f454d4c15857d402bc4ab229d/>)



(<https://www.knoxcountyauditor.org/>)

Knox County Ohio, GIS Sarah Thorne



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2024-11-27A

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