



ORDINANCE 2020-07

OF THE VILLAGE OF ASHVILLE



AN ORDINANCE AUTHORIZING A PRE-ANNEXATION AGREEMENT WITH MONA M. HARDBARGER, TRUSTEE OF THE ROBERT M. PETERS AND BETTY I. PETERS IRREVOCABLE TRUST, FOR THE ANNEXATION OF PROPERTY LOCATED AT 3688 STATE ROUTE 752, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Ashville will allow outside, contiguous properties to connect to its Water and Wastewater Systems based upon an authorized and signed Pre-Annexation Agreement, and

WHEREAS, the Village of Ashville Council would like to authorize the Mayor or Village Administrator to enter into a Pre-Annexation Agreement with Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, in order to extend Water and Wastewater Services to 1.001 (±) acres of real property located at 3688 State Route 752.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF ASHVILLE COUNCIL

SECTION ONE The Mayor and/or Village Administrator is hereby authorized to execute a Pre-annexation Agreement with Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust for Water and Wastewater Services at 3688 State Route 752, Ashville, Ohio, Pickaway County, which property is more fully described in the attached Exhibit incorporated herein.

SECTION TWO In accordance with the terms of the Pre-Annexation Agreement, Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, can connect the above-described property to the Ashville Water and Wastewater Systems.

SECTION THREE Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust have six (6) months to complete the petition process for annexation with the Pickaway County Commissioners.

SECTION FOUR DECLARING AN EMERGENCY. Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that the Village needs to comply with the laws of Ohio. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: Nelson R. Embrey

Seconded by: Roger L. Clark

Upon roll call on the adoption of the ordinance, the vote was as follow:

Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/> <input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/> <input type="checkbox"/>	Randy S. Loveless	<input type="checkbox"/> <input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/> <input type="checkbox"/>	Tracie N. Sorvillo	<input checked="" type="checkbox"/> <input type="checkbox"/>	Darryl E. Ward	<input checked="" type="checkbox"/> <input type="checkbox"/>
<small>Excused Absences</small>											

PASSED THIS 14th DAY OF September, 2020

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 9/15/2020

APPROVED:

Charles K. Wise, Mayor

DATE: 15 SEP 2020


Prepared: 09/09/2020
Revised Date:
Review Date:

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 14th day of September 2020, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer
(TITLE)



201600005234
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD, COUNTY REC'D
08-29-2016 At 10:03 am.
TRUST AGREE 28.00
OR Volume 727 Page 2271 -

MEMORANDUM OF TRUST
(R. C. 5301.255)

In accordance with R. C. 5301.255, the undersigned, Mona R. Hardbarger, affirms as follows:

1. She is the Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust dated the 17th Day of August, 2007. Her address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103.
2. The Trust was executed on the 17th day of August, 2007,
3. The Trust authorizes her to invest in or otherwise acquire any property without being bound by any law restricting investments by trustees, and to sell, mortgage or exchange any property in her hands without application to court.

Mona R. Hardbarger
Mona R. Hardbarger

Acknowledged before me and subscribed in my presence this 26 day of



LEO J. HALL
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date

Leo J. Hall, Notary Public
State of Ohio, Lifetime Commission

This instrument prepared by Margulis, Gussler and Hall, Attorneys at Law
P.O. Box 5 Ashville, OH 43103 and 126 S. Court St., Circleville, OH 43113

201600005234
MARGULIS GUSSLER & HALL
P O BOX 5
ASHVILLE OH 43103



PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into this 25th day of August, 2020, by and between the Village of Ashville, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio (hereinafter the "Village"), and Mona M. Hardbarger, Trustee of Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007 referred to herein as "Landowners"), under the circumstances summarized in the following recitals. The Village and Landowners are at times referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, Landowners own approximately 1.001 (±) acres of real property located at 3688 ST RT 752, Township of Harrison, County of Pickaway, Pickaway County Tax Parcel number D12-0-001-00-101-0, which land is located outside and contiguous to the corporate boundaries of the Village, as described and delineated in the legal descriptions and map attached hereto and made a part hereof as Exhibit "A" (and referred to herein as the "Property"); and

WHEREAS, the Property would benefit from certain Village services, including, in particular, Village water service; and

WHEREAS, the Village is capable of providing such services and hereby agrees to offer its Village water service to the Property if Landowners pursue annexation of the Property to the Village following approval by the Pickaway County Commissioners, with the caveat that it shall be the obligation of Landowners to construct or cause to be constructed the extensions and/or connections to the existing public water lines at Landowners' sole expense; and

WHEREAS, the Parties recognize that it is the policy of the Village of Ashville that it will only extend water and sanitary services outside the Village limits if the property owner agrees to file a petition for annexation with the Pickaway County Commissioners at such a time as requested by the Village of Ashville; and

Ordinance 2020-07

WHEREAS, pursuant to Resolution No. ~~202~~, a copy of which is attached hereto and made a part hereof, Council for the Village authorized the Village Administrator to enter into this Agreement with Landowners to provide Village water and sanitary services to the Property; and

WHEREAS, the Parties agree that it is in their mutual interests to enter into this Agreement related to the future annexation of the Property for the mutual benefit of the Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Village and Landowners covenant and agree as follows:

1. **Petition for Annexation.** Landowners shall prepare, at their expense, an annexation petition, map, legal description ("Petition") and other related documents as may be required by the Ohio Revised Code ("ORC") to annex the Property to the Village. The annexation shall be by ORC Section 709.023, also known as an "Expedited Type II" annexation. Landowners are the only owners of the Property and Landowners shall execute the Petition and will execute other documents reasonably necessary to effectuate the annexation as may be required by law. The Petition will be filed with the Pickaway County, Ohio, Board of County

Commissioners ("Commissioners"). Landowners agree that all costs related to the annexation process will be borne by Landowners. Landowners shall pursue the annexation of the Property and file the Petition no later than six (6) months after the Effective Date of this Agreement referenced in Section 11 below. In the event the Commissioners do not approve the annexation of the Property, this Agreement shall terminate and the Parties shall have no further obligations hereunder.

2. **Village Water and Sanitary Service.** It is understood between the Parties that the extension of the Village's public water and sanitary services to the Property is of prime importance to Landowners and without said service, the annexation of the Property by Landowners would not be pursued. Accordingly, Landowner is hereby permitted to make one residential connection to the Villages water and sanitary system, as an "outside" Village customer Landowner agrees to pay all costs associated with the construction of the connection to the Village's water and sanitary system, including tapping charges, if any. The Village agrees to begin providing the Village's water and sanitary service to the Property as soon as said connection to the Village's water system is completely constructed, following the Effective Date of this Agreement. In the event the Commissioners do not approve the annexation of the Property, and/or in the event Landowners fail to pursue the annexation of the Property and file the Petition within six (6) months after the Effective Date of this Agreement, this shall be grounds for immediate termination of Village water and sanitary service to the Property. Such termination shall be considered a "Voluntary termination of service" and shall proceed under the regulations set forth by Chapter 925 of the Village's Codified Ordinances.
3. **Village Service Resolution.** In accordance with ORC 709.023, the Village shall enact, prior to twenty (20) days after the date of Landowners' filing of the Petition with the Commissioners, a Service Resolution stating the services the Village will provide, and the approximate date by which it will provide them, to the Property. The Service Resolution, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners. In the event that the Commissioners approve the Petition, the Village shall accept the annexation of the Property in accordance with ORC 709.04.
4. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it.
5. **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement.
6. **Assignment.** Landowners shall not assign this Agreement without the written consent of the Village, which shall not be unreasonably withheld.
7. **Entire Agreement.** This Agreement merges all of the oral negotiations, representations, discussions, and understanding between the Parties, their legal counsel, agents and representatives. This Agreement contains the entire Agreement of the Parties with respect to the subject matter herein. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
8. **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.

9. **Modifications or Amendments.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing approved and signed by the Parties.
10. **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are integral to this Agreement and as such are incorporated herein by reference.
11. **Effective Date.** This Agreement shall be effective when signed by all Parties hereto.
12. **Successors and Assigns.** It is intended that the covenants, agreements, promises, recoupments and duties set forth herein shall be construed as covenants and commitments that run with the land and shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the Parties hereto.

***** REMAINDER OF PAGE INTENTIONALLY BLANK *****

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 25th day of August, 2020.

VILLAGE OF ASHVILLE, OHIO

By: Franklin Christman 9/15/2020

Printed: Franklin Christman

Title: Village Administrator

LANDOWNER: Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters

Irrevocable Trust, dated August 17, 2007

By: Mona Hardbarger, Trustee

Printed: Mona M. Hardbarger, Trustee

Title: Owner

STATE OF OHIO, COUNTY OF PICKAWAY, SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007, sole owner of property, who acknowledged that she did sign the foregoing agreement and that the same is her free act and deed in such capacity.

IN TESTIMONY HEREOF, I have hereunto set my hand and seal in Pickaway County, OH, this 25th day of August, 2020.

[Handwritten Signature]

Notary Public



LEO J. HALL
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

Approved As To Form
MARK LANDES, ESQUIRE
Village Law
Solicitor

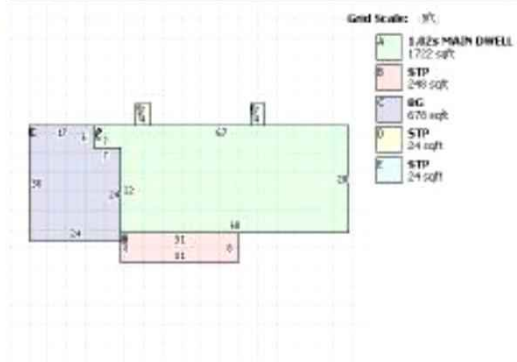
Pickaway County, Ohio - Property Record Card
Parcel: D1200010010100 Card: 1

Owner **HARDBARGER MONA, TRUSTEE**
Address **3688 S R 752**
Land Use **(510) R - SINGLE FAMILY DWELLING, PLATTED LOT**
Class **RESIDENTIAL**
Legal Description **LT-4 PETERS SD BLOCK A**

MAP



SKETCH



RESIDENTIAL

Building Style	RANCH	Full Baths	1
Sq. Ft.	1722	Half Baths	1
Year Built	1966	Basement	FULL
Stories	1.02	Basement Area	0
Exterior Wall		Rec Room Area	0
Rooms	6	Heat Fuel Type	GAS
Bedrooms	3	Heat/Cool	CENTRAL AIR CONDITION
Family Rooms	1	Attic	NONE
Fireplace Openings(Stacks)	0(0)	Trim	0

LAND

Code	Frontage	Depth	Acreage	SqFt	Value
1	200	218	N/A	N/A	\$43,360.0

VALUATION

	Appraised	Assessed
Land Value	\$43,360.00	\$15,180.00
Building Value	\$107,380.00	\$37,580.00
Total Value	\$150,740.00	\$52,760.00
CAUV Value		\$0.00
Taxable Value		\$52,760.00

PERMITS

IMPROVEMENTS

Card	Description	Year Built	Dimensions	Value
1	AP1 - FOUR	1990	28x40	\$4,920.00

SALES

Date	Buyer	Seller	Price	Validity
8/29/2016	HARDBARGER MONA, TRUSTEE	PETERS BETTY I	\$0.00	4 RELATED
8/16/2016	PETERS BETTY I	PETERS ROBERT M	\$0.00	4 RELATED

Property Record Card generated 9/8/2020 10:04:25 AM by Pickaway County, Ohio.
The Auditor's Office is open and can be reached at

EASEMENT AND RIGHT OF WAY

On this 25th day of August 2020, in consideration of One Dollar (\$1.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007**, whose address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103 (“Grantor”), her successors and assigns, hereby grants, sells, conveys, and warrants to the **Village of Ashville, Ohio**, whose principal address is 200 East Station Street, Ashville, Ohio 43103 (“Grantee”), its successors and assigns, a permanent easement and right of way (the “Easement”), for sanitary sewage lines and appurtenant equipment and fixtures, being, in, on, over, under, and through and across the following described lands of Grantor situated in the State of Ohio, Pickaway County, Harrison Township, Lot 4, Rosa A Peters Subdivision-Block A, Tax Parcel Number D12-0-001-00-101-00 (the “Property”).

Grantor claims title by Warranty Deed, Official Record 727, Page 2269, recorded on August 29, 2016, in the Pickaway County Recorder’s Office.

Auditor/Tax Parcel Number: D12-0-001-00-101-00

The easement area is more fully described and depicted on Exhibit A, a copy of which is attached hereto and made a part hereof (the “Easement Area”).

GRANTOR FURTHER GRANTS GRANTEE THE FOLLOWING RIGHTS:

The right, now or in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, and patrol, protect, repair, remove, replace, upgrade, and relocate within the Easement Area, piping and tunnel systems made of PVC, metal, concrete, or other materials, and all other appurtenant equipment and fixtures from time to time, and the right to do anything necessary, useful, or convenient for the enjoyment of the Easement herein granted.

The right of unobstructed ingress and egress, at any and all times, over, across and along, and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

Grantor reserves the right to use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, her successors and assigns plant or cultivate trees or similar obstructive vegetation or construct, install, erect, or permit any temporary or permanent building, structure, improvement, or obstruction, or permit any alteration of the ground elevation, over or within the Easement Area. Grantee may, at Grantor's cost, remove any structure or obstruction if places within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

Provided that Grantor abides by all of its obligations, as described above, Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to the Property, when such damages arise out of the Grantee's exercise of the rights herein granted.

The failure of Grantor to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed and original, but all of which, taken together, shall constitute one and the same instrument.

[Remainder of this page is left intentionally blank. See next page for signatures.]

IN WITNESS WHEREOF, said Grantor have hereunto set their hand and seal as of the last date set forth below.

GRANTOR:

Robert M. Peters and Betty I. Peters
Irrevocable Trust, dated August 17, 2007

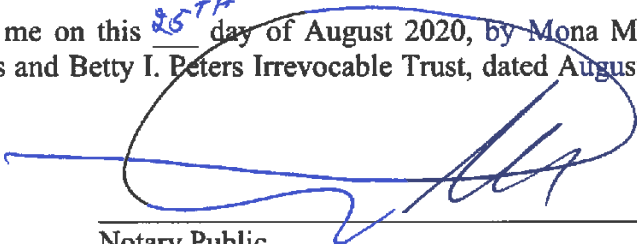

By: Mona M. Hardbarger, Trustee

State of Ohio,
County of Pickaway, SS:

This instrument was acknowledged before me on this 25TH day of August 2020, by Mona M. Hardbarger, Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust, dated August 17, 2007, on behalf of said trust.



LEO J. HALL
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.



Notary Public
Commission Expires: NO EXPIRATION

Instrument Prepared By:
Evan C. Cochran, Esq.
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

Exhibit A

20' SANITARY SEWER EASEMENT 0.099 ACRES

Situated in the Township of Harrison, County of Pickaway, State of Ohio; also being a part of Lot 4 of Rosa A Peters Subdivision-Block "A" as recorded in Plat Book 5 Page 59, also being a part of those lands as conveyed to Mona M. Hardberger, Trustee as described in Official Record 727 Page 2269; being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 4, said point also being along the northerly right-of-way line of State Route 752 (right-of-way varies), said point also being along the westerly line of a 1.00 acre tract as conveyed to Edward T. Meyers and Jody C. Myers as described in Official Record 695 Page 1351, said point also being the **TRUE POINT OF BEGINNING**, and from said beginning point running thence,

Along a portion of the southerly line of said Lot 4 and along the northerly right-of-way line of State Route 752, *North 88° 47' 51" West for a distance of 20.00'* to a point; thence,

Along a line parallel and 20.00' distant to the easterly line of said Lot 4, *North 01° 38' 59" East for a distance of 215.41'* to a point; thence,

Along a portion of the northerly line of said Lot 4, *South 88° 10' 38" East for a distance of 20.00'* to the northeasterly corner of said Lot 4; thence,

Along the easterly line of said Lot 4, *South 01° 38' 59" West for a distance of 215.19'* to the point of beginning, containing 0.099 acres of land, more or less.

Basis of bearings for the herein-described courses is the State Plane Coordinate System, Ohio South Zone (NAD83-2011).



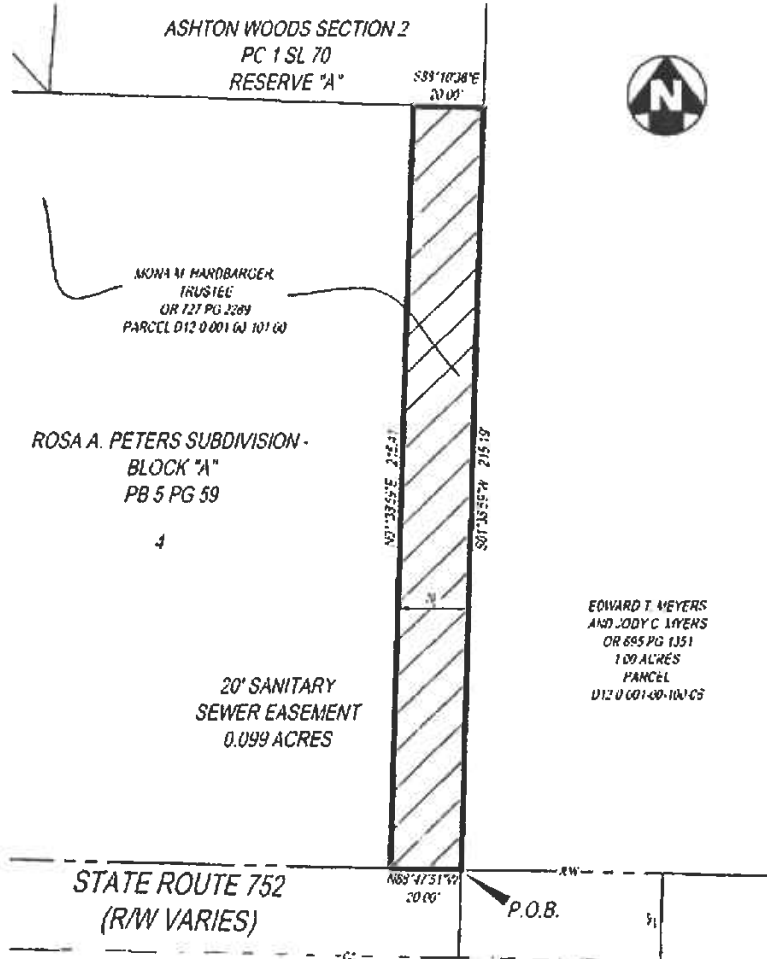
Michael L. Keller

Michael L. Keller

8/11/2020


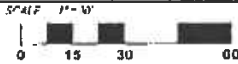
Date

Professional Surveyor, Ohio License No. 7978



Michael L. Keller
 MICHAEL L. KELLER
 OHIO PROFESSIONAL SURVEYOR NO 7978

8/11/2020
 DATE

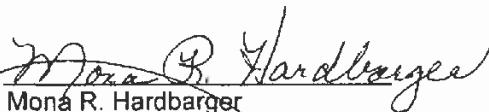
 <p>THE KLEINGERS GROUP</p> <p>COV. ENGINEERS-AS LANDSCAPE ARCHITECTS 200 HIGHLAND AVE CANTON, OH 44705 (330) 487-1111</p>	<p>20' SANITARY SEWER EASEMENT LOT 4, ROSA A PETERS SUBDIVISION-BLOCK "A" PB 5 PG 59 HARRISON TOWNSHIP, PICKAWAY COUNTY, OHIO</p>	PROJECT NO: 001013.009 DATE: 01/11/2020
		SCALE: 1" = 10' 
		SHEET NO: <p style="text-align: center;">1 OF 1</p>

201600005234
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD, COUNTY RECORDER
08-29-2016 At 10:03 am.
TRUST AGREE 28.00
OR Volume 727 Page 2271 ~ 2271

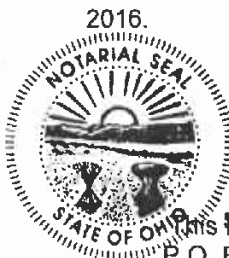
MEMORANDUM OF TRUST
(R. C. 5301.255)

In accordance with R. C. 5301.255, the undersigned, Mona R. Hardbarger, affirms as follows:

1. She is the Trustee of the Robert M. Peters and Betty I. Peters Irrevocable Trust dated the 17th Day of August, 2007. Her address is 15652 Lockbourne Eastern Road, Ashville, Ohio 43103.
2. The Trust was executed on the 17th day of August, 2007.
3. The Trust authorizes her to invest in or otherwise acquire any property without being bound by any law restricting investments by trustees, and to sell, mortgage or exchange any property in her hands without application to court.


Mona R. Hardbarger

Acknowledged before me and subscribed in my presence this 26 day of



LEO J. HALL
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date

Leo J. Hall, Notary Public
State of Ohio, Lifetime Commission

This instrument prepared by Margulis, Gussler and Hall, Attorneys at Law
P.O. Box 5 Ashville, OH 43103 and 126 S. Court St., Circleville, OH 43113

201600005234
MARGULIS GUSSLER & HALL
P O BOX 5
ASHVILLE OH 43103