

**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.

Attest: Austin Phoenix  
Clerk of Council

Jody Carney  
Mayor

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](http://www.plain-city.com).

Date: June 27, 2023

Austin Phoenix  
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  $\pm$  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,

  
Katie 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 ± 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) 2023 MAR 16 AM 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)

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. 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@uhlfirm.com](mailto:aaron@uhlfirm.com), [david@uhlfirm.com](mailto:david@uhlfirm.com), [eric@uhlfirm.com](mailto:eric@uhlfirm.com), and [will@uhlfirm.com](mailto:will@uhlfirm.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

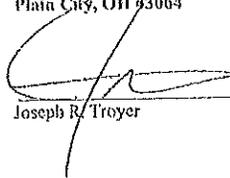
Perry E. Troyer Date: 11-30, 2022  
Perry E. Troyer

Edna Troyer Date: 11-30, 2022  
Edna Troyer

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:

Joseph R. Troyer  
10930 LaFayette-Plain City Road  
Plain City, OH 45064



Date: 11-30, 2022

Joseph R. Troyer

Legal Description**LEGAL DESCRIPTION****Description of 122.468 ACRES +/- TO BE ANNEXED FROM DARDY TOWNSHIP  
TO CITY OF PLAIN CITY**

Situated in the State of Ohio, County of Madison, Township of Dardyr, Virginia Military Survey Number 7751, 7753, 8636, and 12914 and being all of that original 66.3798 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being all of an original 9.693 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 839, and also being out of a 52.144 acre tract of land as conveyed to Thomas Paul Blosser and Mary Jane Blosser of record in Official Record 28, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

**BEGINNING** at a point in the centerline of Lafayette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20200001264, being a point in a westerly line of a 25.337 acre tract of land as conveyed to D.R. Horton-Judana, LLC, of record in Deed Book 302, Page 2555, and being a southeasterly corner of a 10.0120 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 385, Page 1641;

Thence South 95°32'14" West, with the centerline of said Lafayette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 25.337 acre tract, with the westerly line of a 16.592 acre tract of land as conveyed to Highland Realty Development LLC, of record in Deed Book 382, Page 2479, a distance of 1666.14 feet to a southeasterly corner of a 1.551 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 50°40'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of said 51.260 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 5.9202 acre tract of land as conveyed to Randall Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 200;

Thence with the perimeter of said 5.9202 acre tract the following courses:

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

South 45°56'64" West, a distance of 616.98 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 perimeter of said 92.68 acre tract the following courses:

North 44°49'46" West, a distance of 632.69 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 Bertha M. Beachy, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4°59'46" West, with the easterly line of said 59.532 acre tract, a distance of 660.00 feet to a point in the southeasterly line of an 80.721 acre tract as conveyed to E & D Gingerich Farms LLC, of record in Deed Book 281, Page 1278;

Thence South 88°15'46" East, with the perimeter of said 80.721 acre tract of land, a distance of 2005.84 feet to a corner thereof;

Thence North 11°31'14" East, continuing with the perimeter of said 80.721 acre tract of land, a distance of 896.39 feet to the southeasterly corner of an 4.450 acre tract as conveyed to Randy Miller and Melissa Miller of record in Official Record 241, Page 1784 and the southeasterly 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:

North 81°21'51" East, a distance of 302.17 feet to a point;

South 78°53'41" East, a distance of 189.71 feet to a point;

North 82°06'07" East, a distance of 220.57 feet to a point;

North 69°24'19" East, a distance of 116.50 feet to a point;

North 74°01'39" East, a distance of 94.41 feet to a point;

North 40°27'56" East, a distance of 138.09 feet to a point in the southerly line of a 11.324 acre tract as conveyed to D & E Land Holdings Co LLC, of record in Deed Book 224, Page 1394;

Thence South 60°43'46" East, with the southerly line of said 11.324 acre tract, and with the southerly line of an 8.470 acre tract as conveyed to United Bethel Mission Church Inc of record in Deed Book 266, Page 1923, a distance of 351.59 feet to the northwesterly corner of said 18.8120 acre tract;

Thence with the perimeter of said 18.8120 acre 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 761.84 feet to the Point of Beginning and containing 122.468 acres of land, more or less.

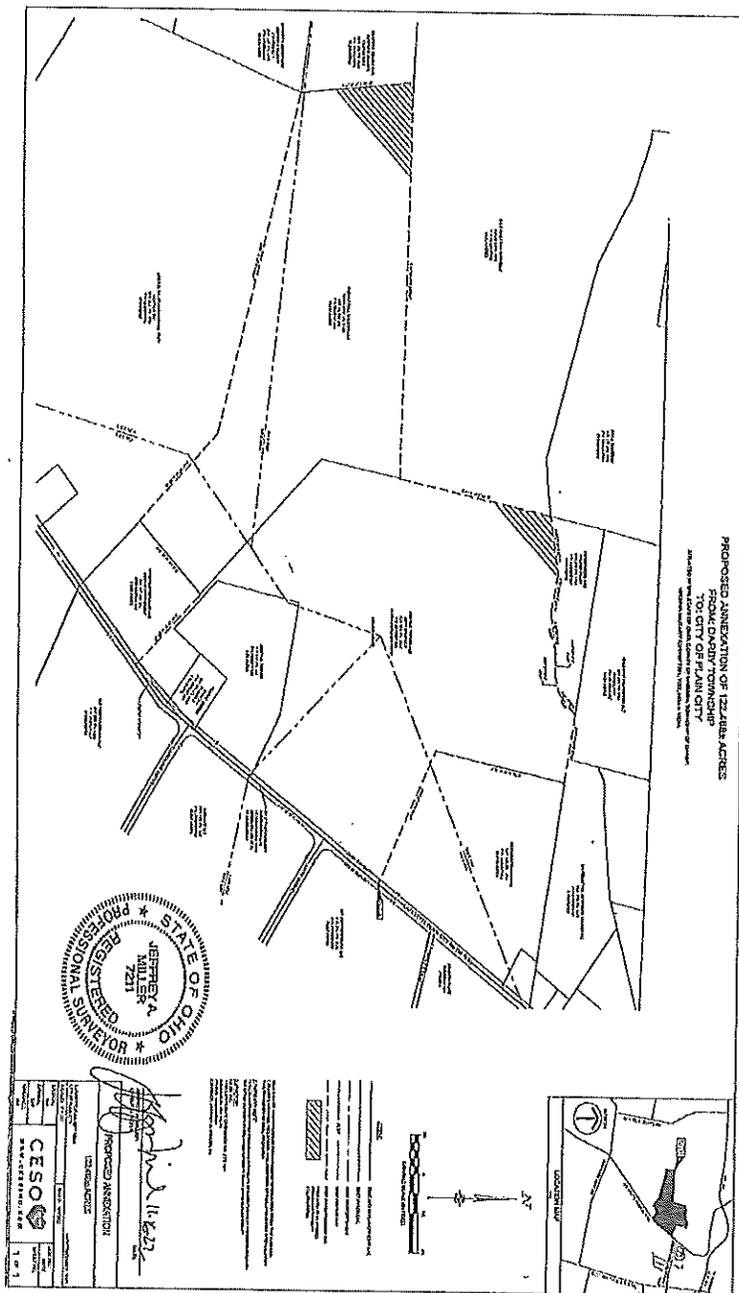
This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1,813.42 feet contiguous with the existing City of Plain City Corporation line by Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20200001264 and a total perimeter of 11,774.03 feet to be annexed, and 15.4% of the perimeter length is contiguous to the City of City of Plain City Corporation line.

CESQ, Inc.



*Jeffrey A. Miller* 11-16-22  
\_\_\_\_\_  
Jeffrey A. Miller, PS  
Registered Surveyor No. 7211      Date:



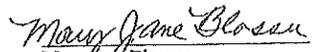


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PETITIONER:

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

 Date: 11-19, 2022  
Thomas Paul Blosser

 Date: 11-19, 2022  
Mary Jane 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 LaFayette 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

Don J. and Elsie Gingerich JT Lives  
 8750 LaFayette Plain City Rd.  
 Plain City, OH 43064  
 PN: 02-00047.001

E&D Gingerich Farms LLC  
 8750 LaFayette Plain City Rd.  
 Plain City, OH 43064  
 PN: 02-00047.000

Ernest and Bertha Beachy, Co-Trustees of the  
 Ernest A. Beachy and Bertha M. Beachy Joint  
 Revocable Trust  
 4639 Boyd Road  
 Plain City, OH 43064  
 PN: 02-00344.000

Linda Miller and Marvin Frey, Co-Trustee  
 Successor Trust of Sarah T. Frey Keystone  
 Inheritance Tr.  
 10760 LaFayette Plain City Rd.  
 Plain City, OH 43064  
 PN: 02-00077.000

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

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

Plain City Global Methodist Church,  
 Inc.  
 11100 LaFayette Plain City Road  
 Plain City, OH 43064  
 PN: 02-00357.002

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

Randy and Melissa Miller  
 10806 LaFayette Plain City Rd.  
 Plain City, OH 43064  
 PN: 02-00357.004 & 02-00081.000

Pre - Annexation Agreement

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is entered into as of March 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 Village Boulevard, P.O. Box 167, 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 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

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, 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 attorneys 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 annexation 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.

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 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 Plain 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., 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 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 petition 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 warrants to Company:
  - i. The Village is a duly established and validly 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 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:
  - i. 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. 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.

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 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 supercedes any and all agreements, oral or written.

17. Survival:

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

18. Notice:

- e. 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:

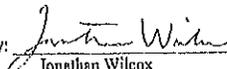
Wilcox Investment Group, LLC  
250 W. Old Wilson Bridge Rd., Suite 140  
Worthington, OH 43085  
Attn: Jonathan Wilcox

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

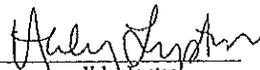
Village of Plain City  
800 Village Boulevard  
P.O. Box 167  
Plain City, OH 43064  
Attn: Haley Lupton, Village Administrator

COMPANY:

WILCOX INVESTMENT  
GROUP, LLC

By:   
Jonathan Wilcox  
Authorized Member

PLAIN CITY:

By:   
Haley Lupton  
Village Administrator

Approved as to form:

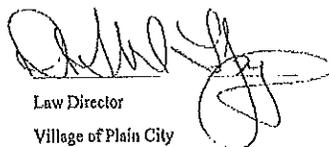
  
Law Director  
Village of Plain City

Exhibit A  
Annexation Legal Description  
and Survey

**LEGAL DESCRIPTION**

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

Situated in the State of Ohio, County of Madison, Township of Darby, Virginia Military Survey Number 7751, 7753, 8486, and 12014 and being a part of the original 66,378.8 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being out of an original 9,893 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 859, and also being out of a 52,144 acre tract of land as conveyed to Thomas Paul Blosser and May Jane Blosser of record in Official Record 28, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

**BEGINNING** at a point in the centerline of Lafayette Plain City Road, being a point in the existing City of Plain City Corporation Line, Reference Number 16-19, Ordinance Number 17-19, Instrument Number 20221001264, being a point in a westerly line of a 25,337 acre tract of land as conveyed to D.N. Horton in Deed, LLC, of record in Deed Book 382, Page 2555, and being a southeasterly corner of a 18,8128 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 385, Page 1441;

Thence South 35°22'14" West, with the centerline of said Lafayette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 25,337 acre tract, with the westerly line of a 16,592 acre tract of land as conveyed to High Road Realty Development LLC, of record in Deed Book 387, Page 2479, a distance of 1565.14 feet to a southeasterly corner of a 1,551 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 59°40'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of said 51,250 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 5,9262 acre tract of land as conveyed to Heidi Lynn Miller and Melissa Dawn Miller, of record in Official Record 213, Page 280;

Thence with the perimeter of said 5,9262 acre tract the following courses:

North 44°43'50" West, a distance of 621.70 feet to a corner thereof;

South 46°56'54" West, a distance of 815.98 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 perimeter of said 92.68 acre tract the following courses:

North 44°49'46" West, a distance of 632.68 feet to a corner thereof;

North 74°45'46" West, a distance of 1791.58 feet to a common corner of a 59,632 acre tract of land as conveyed to Ernest A. Bechly and Bertha M. Bechly, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4°59'46" West, with the easterly line of said 59,632 acre tract, a distance of 660.00 feet to a point in the southeasterly line of an 80,721 acre tract as conveyed to E & D Obergerich Farms LLC, of record in Deed Book 281, Page 1278;

Thence South 68°16'46" East, with the perimeter of said 80,721 acre tract of land, a distance of 2638.84 feet to a corner thereof;

Thence North 11°21'14" East, continuing with the perimeter of said 80,721 acre tract of land, a distance of 686.39 feet to the southeasterly corner of an 4,450 acre tract as conveyed to Randy Miller and Melissa Miller of record in Official Record 241, Page 1784 and the southeasterly corner of a 21,102 acre tract as conveyed to Dan J. Obergerich of record in Deed Book 277, Page 1682

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

North 81°21'51" East, a distance of 392.17 feet to a point;

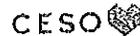
South 78°53'41" East, a distance of 189.71 feet to a point;

North 83°05'07" East, a distance of 228.57 feet to a point;

North 89°24'19" East, a distance of 115.60 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 Holdings Co LLC, of record in Deed Book 224, Page 1894;



Thence South 60°43'46" East, with the southerly line of said 11.324 acre tract, and with the southerly line of an 8.470 acre tract as conveyed to United Methodist Memorial Church Inc of record in Deed Book 265, Page 1923, a distance of 591.59 feet to the northwesterly corner of said 18.8120 acre tract;

Thence with the perimeter of said 18.8120 acre tract the following courses:

South 11°38'03" West, a distance of 766.65 feet to a point;

South 64°38'47" East, a distance of 754.81 feet to the Point of Beginning and containing 122.468 acres of land, more or less,

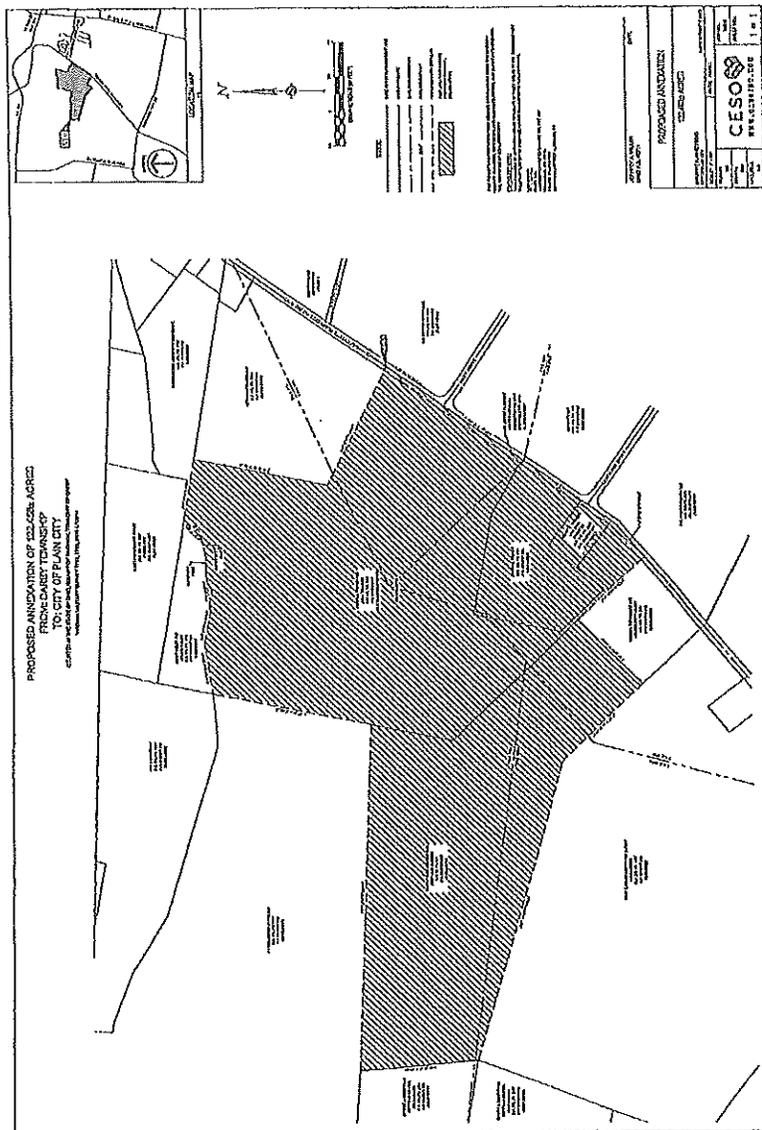
This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1,813.42 feet contiguous with the existing City of Plain City Corporation line by Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20200301264 and a total perimeter of 11,774.63 feet to be annexed, and 15.4% of the perimeter length is contiguous to the City of Plain City Corporation line.

CESO, Inc.

Jeffrey A Miller, PS  
Registered Surveyor No. 7211

Date:





Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, 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 ± 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) MAR 16 AM 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)

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. 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@uhlfirm.com](mailto:aaron@uhlfirm.com), [david@uhlfirm.com](mailto:david@uhlfirm.com), [eric@uhlfirm.com](mailto:eric@uhlfirm.com), and [will@uhlfirm.com](mailto:will@uhlfirm.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

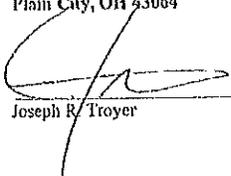
Perry E. Troyer Date: 11-30, 2022  
Perry E. Troyer

Edna Troyer Date: 11-30, 2022  
Edna Troyer

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:

Joseph R. Troyer  
10930 LaFayette-Plain City Road  
Plain City, OH 43064



Date: 11-20, 2022

Joseph R. Troyer

3

Legal Description

**LEGAL DESCRIPTION**

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

Situated in the State of Ohio, County of Madison, Township of Darby, Virginia Military Survey Number 2751, 7763, 6636, and 12014 and being all of that original 66.3788 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being out of an original 9.593 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 639, and also being out of a 52.144 acre tract of land as conveyed to Thomas Paul Blosser and Mary Jane Blosser of record in Official Record 76, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

BEGINNING at a point in the centerline of Lafayette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20200001264, being a point in a westerly line of a 25.337 acre tract of land as conveyed to D.R. Hotten-Indiana, LLC, of record in Deed Book 362, Page 2355, and being a southeasterly corner of a 18.8120 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 386, Page 164;

Thence South 85°32'14" West, with the centerline of said Lafayette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 25.337 acre tract, with the westerly line of a 15.592 acre tract of land as conveyed to Highland Realty Development LLC, of record in Deed Book 382, Page 2479, a distance of 1656.14 feet to a southeasterly corner of a 1.551 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 60°40'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of a said 51.250 acre tract of land, a distance of 247.23 feet to the northeasterly corner of 5.9202 acre tract of land as conveyed to Rendell Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 200;

Thence with the perimeter of a said 5.9202 acre tract the following courses:

North 44°49'59" West, a distance of 691.70 feet to a corner thereof;

South 45°58'54" West, a distance of 515.98 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 perimeter of said 92.68 acre tract the following courses:

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

North 74°45'46" West, a distance of 1791.50 feet to a common corner of a 59.352 acre tract of land as conveyed to Ernest A. Beachy and Bertha M. Beachy, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4°59'45" West, with the easterly line of said 59.352 acre tract, a distance of 640.00 feet to a point in the southerly line of an 80.721 acre tract as conveyed to E & D Gingesch Farms LLC, of record in Deed Book 281, Page 1278;

Thence South 68°15'46" East, with the perimeter of said 80.721 acre tract of land, a distance of 2005.84 feet to a corner thereof;

Thence North 11°31'14" East, continuing with the perimeter of said 80.721 acre tract of land, a distance of 696.39 feet to the southeasterly corner of an 4.450 acre tract as conveyed to Rendy Miller and Melissa Miller of record in Official Record 241, Page 1784 and the southeasterly corner of a 21.102 acre tract as conveyed to Dery J. Gingesch of record in Deed Book 277, Page 1632

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

North 81°21'51" East, a distance of 392.17 feet to a point;

South 78°53'41" East, a distance of 189.71 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 115.50 feet to a point;

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

North 46°27'56" East, a distance of 138.69 feet to a point in the southerly line of a 11.524 acre tract as conveyed to D & E Land Holdings Co LLC, of record in Deed Book 224, Page 1594;



Thence South 60°45'46" East, with the southerly line of said 11,374 acre tract, and with the easterly line of an 0.470 acre tract as conveyed to United Reformed Church Inc of record in Deed Book 216, Page 1923, a distance of 351.59 feet to the north westerly corner of said 18.8128 acre tract;

Thence with the perimeter of said 18.8128 acre tract the following courses:

South 11°38'03" West, a distance of 765.65 feet to a point;

South 64°39'47" East, a distance of 758.84 feet to the Point of Beginning and containing 122.469 acres of land, more or less.

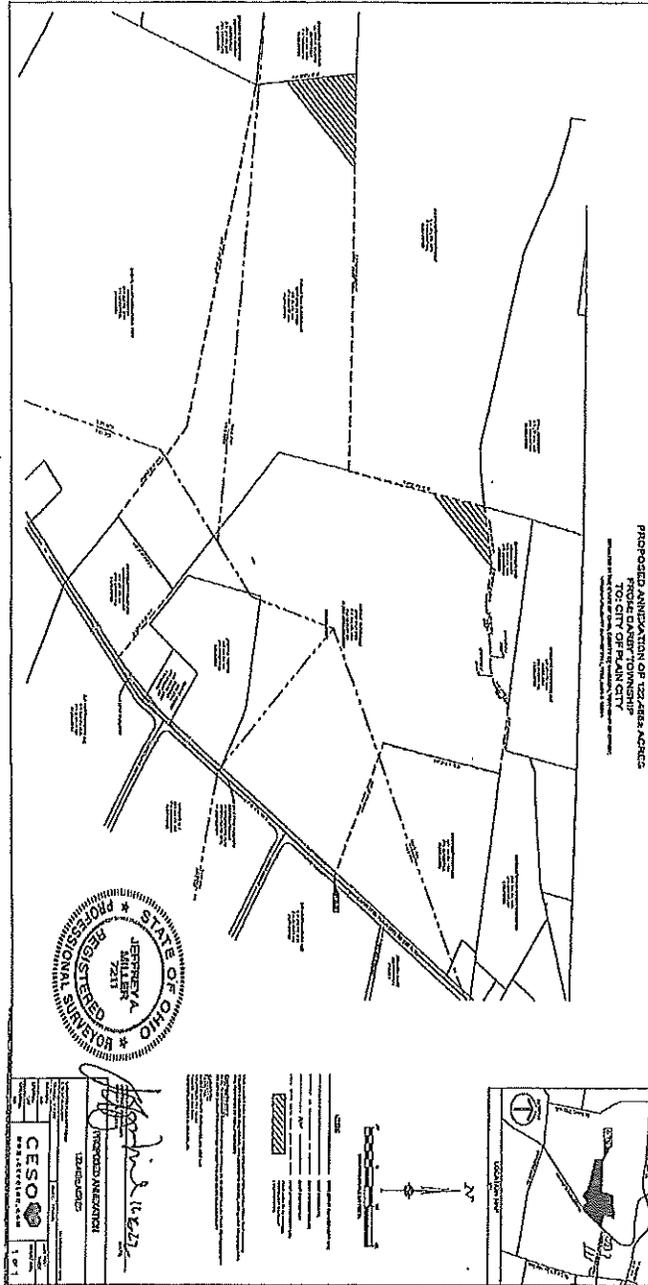
This accurate description of the location of the property to be annexed and to set a boundary survey as defined in O.A.C. Chapter 4733.91. The above acreage contains a perimeter distance of 1,013.42 feet contiguous with the existing City of Plain City Corporation line by Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20180031264 and a total perimeter of 11,774.03 feet to be annexed, as 15.4% of the perimeter length is contiguous to the City of City of Plain City Corporation Inc.

CESO, Inc.



*Jeffrey A. Miller* 11-16-22  
Jeffrey A. Miller, P.S.  
Registration No. 7211 Date:

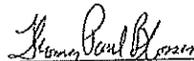


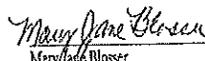


WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR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

PETITIONER:

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

 Date: 11-19, 2022  
Thomas Paul Blosser

 Date: 11-19, 2022  
Mary Jane Blosser

**EXHIBIT C**  
**Property Owners/Property**  
**Included within**  
**Annexation of 122.468 +/- Acres**

Thomas Paul and Mary Jane Blosser 46 Okemont Avenue Columbus, OH 43214 PN: 02-00167.039	Peary B. and Edna Troyer, Trustees 10910 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.033 & 02-00357.001	Joseph E. Troyer 10910 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.033
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**Adjacent Property Owners**  
**Annexation of 122.468 +/- Acres**

D&B Lead Holding Co. LLC 8750 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00849.000	Den J. and Elsie Gingerich JT Lives 8750 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00847.001	BSD Gingerich Farms LLC 8750 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00847.000
Ernest and Bertha Beady, Co-Trustees of the Ernest A. Beady and Bertha M. Beady Joint Revocable Trust 4339 Boyd Road Plain City, OH 43064 PN: 02-00344.000	Linda Miller and Marvin Frey, Co-Trustee Successor Trust of Berth T. Frey Revocable Trust 10760 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00371.000	DR Horton-Indiana LLC 9210 North Meridian St. Indianapolis, IN 46260 PN: 35-00064.001, 35-00034.093, & 35-00004.000
Lepore's LLC 21050 Raymond Road Maysville, OH 43040 PN: 35-00304.002	Plain City Global Methodist Church, Inc. 11103 Lafayette Plain City Road Plain City, OH 43064 PN: 02-00357.002	United Bethel Menzies Church, Inc., an Ohio non-profit corporation P.O. Box 36 Plain City, OH 43064 PN: 02-00373.001
Randy and Melissa Miller 10805 Lafayette Plain City Rd. Plain City, OH 43064 PN: 02-00357.034 & 02-00081.000		

Pre - Annexation Agreement

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is entered into as of March 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 Village Boulevard, P.O. Box 167, 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 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

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, 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 attorneys 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 annexation 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.

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 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 Plain 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., 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 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 petition 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 warrants to Company:

- i. The Village is a duly established and validly 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 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:

- i. 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. 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.

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

18. Notices:

- 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 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:

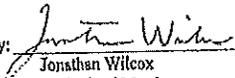
Wilcox Investment Group, LLC  
 250 W. Old Wilson Bridge Rd., Suite 140  
 Worthington, OH 43085  
 Attn: Jonathan Wilcox

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

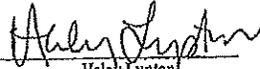
Village of Plain City  
 800 Village Boulevard  
 P.O. Box 167  
 Plain City, OH 43064  
 Attn: Holly Lupton, Village Administrator

COMPANY:

WILCOX INVESTMENT  
GROUP, LLC

By:   
Jonathan Wilcox  
Authorized Member

PLAIN CITY:

By:   
Haley Lupton  
Village Administrator

Approved as to form:

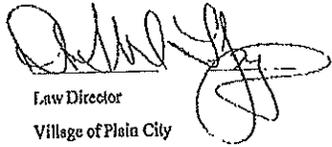
  
Law Director  
Village of Plain City

Exhibit A  
Annexation Legal Description  
and Survey

**LEGAL DESCRIPTION**

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

Located in the State of Ohio, County of Madison, Township of Darby, Virginia Military Survey Number 7751, 7753, 8596, and 12014 and being all of that original 65.3799 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being out of an original 9.693 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 639, and also being out of a 62.144 acre tract of land as conveyed to Thomas Paul Boster and Mary Jena Boster of record in Official Record 28, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

**BEGINS** at a point in the centerline of Leykette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Assignment Number 20190301264, being a point in a westerly face of a 25.337 acre tract of land as conveyed to D.R. Horton-Kriska, LLC, of record in Deed Book 362, Page 2655, and being a southeasterly corner of a 18.8120 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 385, Page 1641;

Thence South 55°32'14" West, with the centerline of said Leykette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 28.837 acre tract, with the westerly line of a 16.532 acre tract of land as conveyed to Highland Realty Development LLC, of record in Deed Book 367, Page 2479, a distance of 1165.14 feet to a southeasterly corner of a 1.651 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 59°49'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of said 61.299 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 6.5262 acre tract of land as conveyed to Randall Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 509;

Thence with the perimeter of said 6.5262 acre tract the following courses:

North 44°49'60" West, a distance of 821.70 feet to a corner thereof;

South 45°58'54" West, a distance of 616.98 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 223, Page 1779;

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

North 44°49'46" West, a distance of 637.68 feet to a corner thereof;

North 74°43'46" West, a distance of 1791.50 feet to a common corner of a 69.612 acre tract of land as conveyed to Ernest A. Bersch and Bertha M. Bersch, Co-Tenants, of record in Deed Book 351, Page 2386;

Thence North 4°09'46" West, with the easterly line of said 69.632 acre tract, a distance of 660.00 feet to a point in the southeasterly line of an 89.721 acre tract as conveyed to E & D Glogosch Farm LLC, of record in Deed Book 261, Page 1278;

Thence South 68°16'46" East, with the perimeter of said 89.721 acre tract of land, a distance of 2965.84 feet to a corner thereof;

Thence North 11°31'14" East, continuing with the perimeter of said 89.721 acre tract of land, a distance of 896.39 feet to the southwesterly corner of a 4.459 acre tract as conveyed to Randy Miller and Melissa Miller of record in Official Record 241, Page 1784 and the southeasterly corner of a 21.102 acre tract as conveyed to Dan J. Glogosch of record in Deed Book 277, Page 1682

Thence with the southerly line of said 4.459 the following courses:

North 61°21'51" East, a distance of 302.17 feet to a point;

South 78°55'41" East, a distance of 189.71 feet to a point;

North 83°06'07" East, a distance of 220.57 feet to a point;

North 89°24'19" East, a distance of 116.53 feet to a point;

North 74°01'19" East, a distance of 94.43 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 Holdings Co LLC, of record in Deed Book 224, Page 1894;







Affidavit

MADISON COUNTY  
COMMISSIONERS

2023 MAR 21 PM 12:52

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

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

Eric 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 Annexation 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 Township Clerk/Fiscal Officer of Darby Township on March 21, 2023. Said personal service on the Darby Township 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.

By:   
Name: Eric Zartman

Sworn to before me and signed in my presence; a Notary Public in and for said State and County on this 21<sup>st</sup> day of March, 2023.

  
Notary Public



KIMBERLY R. GRAYSON  
Notary Public, State of Ohio  
My Commission Expires  
01-11-2025

Sissy Wiseman

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**From:** Eric Zartman <eric@uhlawfirm.com>  
**Sent:** Tuesday, March 21, 2023 12:52 PM  
**To:** Commissioners  
**Subject:** 122.468 Acre Annexation from Darby to Plain City  
**Attachments:** 3.16.23, Filed 122.468 Acre Annexation from Darby to Plain City.pdf; Affidavit of Notice.pdf

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

MADISON COUNTY  
COMMISSIONERS

2023 MAR 28 PM 2:16

**A RESOLUTION STATING WHAT SERVICES THE VILLAGE OF PLAIN CITY WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY AT 0, 10910, AND 10930 LAFAYETTE PLAIN CITY ROAD**

WHEREAS, Willcox 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(D) 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 Plain 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, mowing of public rights-of-way, stormwater, snow plowing, and sign and guardrail 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, bicycle trails, pedestrian 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: *Austin Allen*  
Clerk of Council

*John Carney*  
Mayor

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

Second reading: March 27, 2023. Vote: 5 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 March 28, 2023 to April 11, 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](http://www.plain-city.com).

Date: March 28, 2023

Austin Pearce  
Clerk of Council

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