

WAYNE COUNTY TAX MAP

Initials SAD FILE# 2023-1784

DATE 5 / 19 / 2023

IDENT. WA-23-SW-T >  
WC-207-S



WOOSTER CITY COUNCIL

538 N. Market Street • P.O. Box 1128  
Wooster, Ohio 44691-7082  
Phone 330-263-5200 • www.woosteroh.com

This Conveyance has been examined and the Grantor has complied with Section 319 202 Of the Revised Code.

FEE \$ \_\_\_\_\_  
EXEMPT

JARRA L. UNDERWOOD, County Auditor

AMT. PD \$0.60 DATE 5 / 19 / 23

JARRA L. UNDERWOOD, AUDITOR

Mackenzie Taylor DEPUTY  
MACKENZIE TAYLOR

CERTIFICATE

I, Lynne DePaulo, Clerk of Council for the City of Wooster, Ohio, do hereby certify to the Wayne County Auditor that attached hereto are copies of the petition, map, Resolution of Authorization from the Wayne County Commissioners and City of Wooster Ordinance 2023-16, all in relation to the annexation of approximately 32.24 acres on Melrose Drive, and contiguous to the corporation limits, with Parcel Number 53-01219.000 (Jonathan Millea, Agent for Petitioners).

Lynne DePaulo  
Clerk of Council, City of Wooster, OH  
4/28/2023

Filed for Record in Wayne County, Ohio  
202300004548 05/19/2023 10:35 AM COPY  
Jane Carmichael Rec Fees: \$122.00  
ANEX OR Vol 33 Pgs 396 - 408

ORDINANCE NO. 2023-16

AN ORDINANCE ACCEPTING APPLICATION FOR THE ANNEXATION OF TERRITORY LOCATED ON MELROSE DRIVE, AND CONTIGUOUS TO THE CORPORATION LIMITS (Jonathan Millea, Agent for Petitioners)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WOOSTER, OHIO:

SECTION 1. That the proposed annexation, consisting of approximately 32.24 acres along Melrose Drive, with parcel numbers PN: 53-01219.000, as applied for in the petition described above, and as approved for annexation to the City of Wooster by the Board of County Commissioners of Wayne County on February 8, 2023, is accepted. The territory to be annexed is described in the petition, a copy of which is attached and incorporated by reference.

The certified transcript of the proceedings for annexation, together with an accurate map of the territory, the petition for annexation and other papers relating to the proceedings of the Wayne County Commissioners, are on file with the Clerk of this Council, and have been for more than sixty (60) days.

SECTION 2. The 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 for annexation, a copy of the transcript of proceedings of the Board of County Commissioners of Wayne County relating hereto, and a certificate as to the correctness. The Clerk shall then deliver one copy of these documents to the Wayne County Auditor, one copy to the Wayne County Recorder and one copy to the Secretary of State, and shall file notice of this annexation with the Wayne County Board of Elections within thirty (30) days after it becomes effective; and the Clerk shall do all other things required by law.

SECTION 3. This Council finds and declares that all formal actions concerning and relating to the adoption of this Ordinance occurred in an open meeting of this Council or its committees in compliance with the law.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest date allowed by law.

I hereby certify this is a true and correct copy of the original on file. Lynne DePaulo

1<sup>st</sup> reading 4-17-23 2<sup>nd</sup> reading → 3<sup>rd</sup> reading 4-17-23

Passed: 4-17, 2023

Vote: 6-0

Attest: Lynne DePaulo  
Clerk of Council

Michael Buytendyk  
President of Council

Approved: April 18, 2023

Robert F. Breneman  
Mayor

Introduced by: Bob Reynolds

Robert F. Breneman

# Resolution

No. 2023-71

## Board of Wayne County Commissioners

Ron Amstutz    Jonathan Hofstetter    Sue A. Smail

*Adopted:* February 8, 2023

*Subject:* **Approval of an Expedited Type 1 Annexation of Approximately 32.24 Acres located in Wayne Township to the City of Wooster**

It was moved by Commissioner Hofstetter and seconded by Commissioner Amstutz that the following resolution be adopted:

WHEREAS, a Type 1 Expedited Petition was filed with the Board of Commissioners of Wayne County, Ohio, consisting of approximately 32.24 acres from Wayne Township, Wayne County, Ohio, to the City of Wooster, Ohio, pursuant to Ohio Revised Code Section 709.022; and

WHEREAS, the Petition was signed within 180 days of the filing of the Petition by Doug Stout and Pete Prosser for SEIPP Properties, LLC; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Wooster, Ohio; and

WHEREAS, the Petition includes an Annexation Agreement as provided in Sections 709.022 and 709.192 of the Ohio Revised Code; and

WHEREAS, the Petition complies with all other legal requirements;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Wayne County, Ohio, that:

Section 1: The Petition for the Annexation of Approximately 32.24 Acres from Wayne Township, Wayne County, Ohio to the City of Wooster, Ohio, filed by the aforementioned petitioner on February 1, 2023, is hereby approved.

Section 2: A copy of this Resolution; a copy of the Annexation Petition and any other documents in the annexation file shall be forwarded, by the Clerk of this Board, to the City of Wooster, Ohio.

The vote is as follows: Ron Amstutz yea    Jonathan Hofstetter yea    Sue A. Smail yea

### CERTIFICATE

I, Diane L. Austen, Clerk of the Board of County Commissioners, Wayne County, Ohio, hereby certify that the above is a true and correct copy of the resolution adopted and journalized by said Board on said date.

  
Diane L. Austen, Clerk

**PETITION FOR ANNEXATION ON APPLICATION OF OWNERS OF REAL ESTATE**  
*Special procedure of annexing land with the consent of all parties*  
O.R.C. Sec. 709.022

To: Board of County Commissioners of Wayne County, Ohio

**Whereas**, annexation to the City of Wooster is desired in order to gain access to improved public infrastructure; and

**Whereas**, a majority of all property in the proposed territory request and authorize annexation from Wayne Township to the City of Wooster, understanding that City boundaries shall be conformed, at which point those residing on the territory to be annexed will no longer be electors of Wayne Township.

**We**, the undersigned, being a majority of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Wooster, Wayne County, Ohio, in the manner provided for by Sections 709.02 to 709.11 of the Revised Code of Ohio and following the special procedures in the manner provided for by Section 709.022.

Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as Exhibit "A".

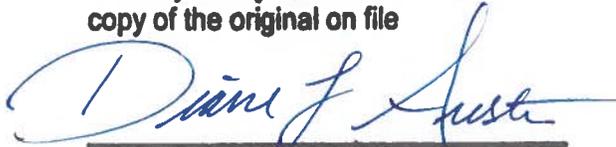
The described territory is contiguous with the City of Wooster, Ohio.

Petitioners have attached hereto and made a part of this petition, an accurate map of the territory sought to be annexed, marked Exhibit "B".

Petitioners have attached hereto and made a part of this petition a certified copy of an annexation agreement, as provided for in Section 709.192, between the Township of Wayne and the City of Wooster, marked Exhibit "C".

Jonathan Millea, Development Coordinator for the City of Wooster is hereby appointed agent for the undersigned Petitioners as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent 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. Said amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase of deletion of other things of action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners:

I hereby certify this is a true and correct copy of the original on file



Wayne County Commissioners

Diane L. Auster, clerk

Signature of Agent:  1/31/23

Printed Name: Jonathan S, Millea

Address: City Administration Bldg., 538 N. Market St.,  
Wooster, Ohio 44691

Phone: 330.263.5250

Email: jmillea@woosteroh.com

**PETITION FOR ANNEXATION TO THE CITY OF WOOSTER OF 32.2400 ACRES, MORE OR LESS IN THE TOWNSHIP OF WAYNE**

*Ohio Revised Code 709.022 Special procedure of annexing land with the consent of all parties*

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

**Signature for SEIPP PROPERTIES LLC : Parcel 53-01219.000**

*One of Two Owners of Real Property constituting the 32.24000-acre territory to be annexed:*

By:

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

DOUG STOUT

Date: \_\_\_\_\_

1/30/2023

**PETITION FOR ANNEXATION TO THE CITY OF WOOSTER OF 32.2400 ACRES, MORE OR LESS IN THE TOWNSHIP OF WAYNE**

*Ohio Revised Code 709.022 Special procedure of annexing land with the consent of all parties*

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

**Signature for SEIPP PROPERTIES LLC : Parcel 53-01219.000**

*One of Two Owners of Real Property constituting the 32.24000-acre territory to be annexed:*

By:

Signature: 

Printed Name: PETE PROSSER

Date: 1/30/2023

**EXHIBIT A**  
*Annexation Petition*

**SHAFFER, JOHNSTON, LICHTENWALTER  
& ASSOCIATES, INC.  
ENGINEERS & SURVEYORS**



**BOUNDARY DESCRIPTION OF 32.240 ACRE PARCEL**

EW-2756

Situated in the Township of Wayne, T-16N; R-13W, Southeast Quarter of Section 23, County of Wayne and State of Ohio:

Known as being part of lands conveyed to Seipp Properties, LLC in O.R. 936; Page 1274 of Wayne County Official Records and further bounded and described as follows;

Beginning at the northeast corner of said Southeast Quarter:

**THENCE WITH THE FOLLOWING TWELVE (12) COURSES:**

1. **S 01° 06' 23" E, 594.99** feet along the east line of said Quarter Section to City of Wooster corp. limits;
2. **S 89° 16' 27" W, 2276.98** feet along the City of Wooster corp. limits to a point;
3. **N 00° 09' 11" W, 75.33** feet along the City of Wooster corp. limits to a point;
4. **S 89° 25' 12" W, 60.40** feet along the City of Wooster corp. limits to a point;
5. **N 00° 52' 40" W, 221.14** feet along the City of Wooster corp. limits to a point;
6. **S 89° 04' 21" W, 200.00** feet along the City of Wooster corp. limits to the east line of lands conveyed to City of Wooster as recorded in Volume 934; Page 235 of said Official Records and an east right-of-way line of Melrose Drive (60');
7. **N 00° 52' 40" W, 60.15** feet along the east line of said City of Wooster lands and an east right-of-way line of said Melrose Drive to the City of Wooster corp. limits;
8. **N 89° 10' 11" E, 200.00** feet along the City of Wooster corp. limits to a point;

Continued on Page 2

*3477 Commerce Parkway, Suite C □ Wooster, Ohio 44691  
Ph. (330) 345-6377 □ Fax (330) 345-6725 □ Email: sjl@sjl-inc.com*

Page 2 (Description 32.240 ac.)

9. **N 00° 52' 40" W, 210.00** feet along the City of Wooster corp. limits to a point;
10. **S 89° 09' 53" W, 200.00** feet along the City of Wooster corp. limits to the east line of lands conveyed to City of Wooster as recorded in Volume 934; Page 232 of said Official Records and an east right-of-way line of said Melrose Drive;
11. **N 00° 52' 40" W, 30.30** feet along the east line of said City of Wooster lands and an east right-of-way line of said Melrose Drive to the north line of said Quarter Section;
12. **S 89° 18' 19" W, 2534.05** feet along the north line of said Quarter Section to the place of beginning and containing within said bounds **32.240** acres of land.

This description was prepared from a survey made by Mark E. Purdy, P.S. #7307 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in January of 2023.

**EXHIBIT B**  
Annexation Petition

PPN: 53-0121.000  
MORRISON FAMILY, LLC  
O.R. 887; PG. 2709

N89°18'19"E 2534.05'

32.24 AC.  
PPN: 53-01219.000  
SEPP PROPERTIES, LLC  
O.R. 938; PG. 1274

ANNEXATION  
32.240 AC.

TOWNSHIP OF WAYNE

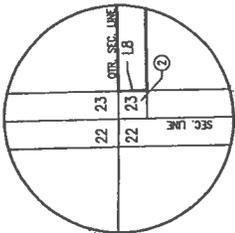
PPN: 67-00166.000  
MARY E. BRICKER, TRUSTEE  
O.R. 571; PG. 1498

S89°16'27"W 2276.98'

CITY OF WOOSTER

MELROSE DR. (60')

LINE NO.	BEARING	DISTANCE
1	N89°09'11"W	75.33'
2	S87°25'17"W	60.14'
3	N89°09'11"W	200.00'
4	S89°09'11"W	200.00'
5	N00°52'40"W	60.15'
6	N89°10'11"E	200.00'
7	S89°09'53"W	200.00'
8	N00°52'40"W	30.30'



32.240 AC.  
EXTENSION OF THE CORPORATION  
LIMITS OF THE CITY OF WOOSTER  
TOWNSHIP OF WAYNE  
T-16N ; R-13W  
S.W. QTR. OF SEC. 23  
COUNTY OF WAYNE  
STATE OF OHIO

Approved by Wayne County Commissioners:  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

BECKY FOSTER  
Approved by Wayne County Commissioners:  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

Mayor  
ROBERT F. BRENNAN  
Clerk

Approved for Recording:  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

Transferred:  
this \_\_\_ day of \_\_\_\_\_, 20\_\_

SUE SWAIL

Wayne County Map Office  
STACY PEPPARD

Wayne County Auditor's Office

Filed for record in Wayne Co., Ohio

JANE CARMICHAEL, RECORDER

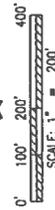
DATE \_\_\_\_\_ AT \_\_\_\_\_  
INSTRUMENT # \_\_\_\_\_ PAGE \_\_\_\_\_  
PLAT VOL \_\_\_\_\_ FEE \$ \_\_\_\_\_

AUDITOR: \_\_\_\_\_  
RECORDER: \_\_\_\_\_  
TOTAL: \_\_\_\_\_

Distances shown hereon are expressed in feet and decimal parts thereof, bearings are used to express angles only, iron pins or monuments are found or set as indicated hereon. All of which I believe to be correct to the best of my knowledge.

By: *Mark E. Purdy*  
Mark E. Purdy, P.S. #7307 1-17-23  
Date

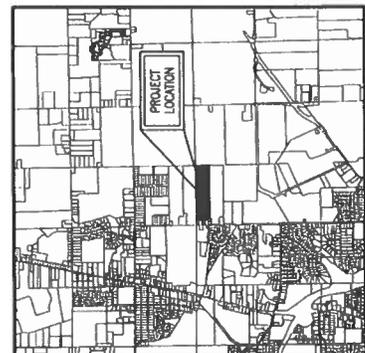
**SHAFER, JOHNSTON, LICHTENWALTER & ASSOCIATES, INC.**  
Consulting Engineers & Surveyors  
3177 Commons Parkway, Suite C  
Wooster, Ohio 44691  
TEL: (330) 345-6377 FAX: (330) 345-6375 EMAIL: [gs@shaf-inc.com](mailto:gs@shaf-inc.com)



REFERENCE SURVEY: 'X1'-089

BASIS OF BEARING:  
The bearings as shown hereon are relative to GRID NORTH of the OHIO STATE PLANE COORDINATE SYSTEM, NAD 83 DATUM.

- 0.041 AC.  
PPN: 53-01219.002  
CITY OF WOOSTER  
O.R. 934; PG. 235
- 0.021 AC.  
PPN: 53-01219.001  
CITY OF WOOSTER  
O.R. 934; PG. 232



LOCATION MAP

**EXHIBIT C**  
*Annexation Petition*

Redacted area containing handwritten text: "Parcel # 23-05" and "CONFIDENTIAL".

TAS  
TDC  
MP

**Annexation Agreement**

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 10<sup>th</sup> day of JANUARY, 2023 pursuant to Ohio Revised Code ("ORC") Sections 709.02, 709.021, 709.022, and 709.192 by and between the City of Wooster, Ohio (the "City"); and the Trustees of Wayne Township, Wayne County, Ohio (the "Township"), with reference to the following facts:

I hereby certify this is a true and correct copy of the original on file.  
*[Signature]*  
Clerk, Wooster City Council

1. Owners are the owners in fee simple of certain real property described in "Exhibit A" attached hereto and made a part hereof (the "Property"), totaling approximately 32.2400 acres, also known as Wayne County Parcel 53-01219.000 and "13-16-23 NPT SW 32.24A CD 1546". A map of the Property is attached hereto as "Exhibit B" and made a part hereof; and
2. Owners desire to incorporate the Property into the City of Wooster to receive public infrastructure and services and access thereto in accordance with the ordinances of the City; and
3. City wishes to compensate Township with up to one hundred percent (100%) of revenue it would have received if the annexation had not occurred for a period of twelve (12) years, which exceeds the requirements prescribed by the Ohio Revised Code.
4. To support a new single-family subdivision opportunity with city utilities to enable dense development which will support Wayne County's need for community housing while supporting farmland preservation, the parties desire to annex the Property to the City pursuant to and under the authority of the ORC, and especially Sections 709.02, 709.021, 709.022, and 709.192, with intent to follow special annexation procedures under 709.022.
5. The parties desire to enter into a mutual agreement, which outlines their respective rights, duties and obligations with respect to the annexation of the Property into the City.

In consideration of the above recitals and for other good and valuable consideration, the receipt of which is acknowledged, the parties covenant and agree as follows:

**1. Annexation of Property:**

Effective on or about thirty days after the passage of an ordinance of the City accepting Owners' Petition for Annexation, the Property shall be annexed to the City, and the corporate limits of the City shall be extended to include and encompass the Property. Once annexed to the City, the Property shall no longer be a part of the territory of Wayne Township and shall become a portion of Killbuck Township (generally coterminous with the City) thereby becoming the exclusive territory of the City for all purposes, including but not limited to, allocation of real property and income tax proceeds. Township shall agree to provide full cooperation with City and Owners regarding annexation and shall, by way of example, but without limitation, do the following:

- A. **Agreement to Annex.** Township hereby consents to the annexation of the Property to City, pursuant to ORC 709.912 and in accordance with the special procedures under ORC 709.022. Township further agrees to authorize its designated representative to sign any petitions or other documents prepared by Owners or City or their agents to consent to the annexation of any roadways or other property owned by it within the Property area.

- B. Appearance at Hearings. Township further agrees, at the written request of City, to appear at any hearings before the Wayne County Board of Commissioners and assist City in the annexation of the Property, including providing testimony under oath that Township agrees to the Annexation.
- C. Waiver of Right to Appeal. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under ORC Section 709.07 or Chapter 2506.
- D. Not Seek Detachment. Township agrees and covenants that it: (a) will not assist or encourage any person or entity owning all or any portion of the Property to petition for the detachment of all or any portion of the Property from City; and (b) it will not advocate for the detachment of all or any portion of the Property from City before the Wayne County Board of Commissioners or to any individual member of the Board of Commissioners.
- E. Failure to Annex. In the event of the failure of the annexation of the property, this Agreement shall be null and void.
- F. City Serving As Agent for Petitioner. City agrees it will not serve as an agent for any property owner within the territory proposed for annexation as described in "Exhibit A", excluding its own property holdings, unless such a petition is made under Ohio Revised Code 709.022. In the event the City is already designated as an agent for any property owner within the territory proposed for annexation under another section of Ohio Revised Code Chapter 709 prior to acceptance of this agreement as set forth in Section 1(G), City will make reasonable efforts to withdraw such application.
- G. Expiration And Acceptance. This agreement shall remain open for acceptance until 4:00pm, Wooster, Ohio time on January 13, 2023, and a signed copy shall be returned to City upon acceptance.

## **2. Revenue Sharing on Annexed Territory.**

- A. Revenue Sharing: The parties agree that the City shall compensate the Township with the equivalent of one hundred (100%) percent of the revenues it would have received from the annexed territory for a period of twelve (12) years from the date of annexation. The estimated financial implications and schedule of this arrangement are shared in attached "Exhibit C", with actual revenues being dependent on the Wayne County Auditor's valuation of the territories described and actual improvements made, over which Parties have no control.
- B. Term: City's revenue sharing obligations with regard to the annexation will permanently cease on the thirteenth (13<sup>th</sup>) anniversary of the annexation.
- C. Payment: During the term of this Agreement, within 45 days of receipt of applicable funds from the Wayne County Auditor, City shall provide Township with the Township Tax Payments.
- D. Disputes: Any dispute arising out of or related to calculation of Township Tax Payments shall be submitted to the Wayne County Auditor, whose written response shall be binding on the parties.

**3. Municipal Services Including Fire Protection.** The parties further agree that, during the term of this Agreement, all municipal services for the Property will be provided by the City at the City's sole expense, and the Township shall not receive any millage relating to the Township Fire District relating to the Property.

**4. Tax Valuation Changes.** The parties agree that any party may object to tax assessments or evaluations or re-evaluations of all or any part of the Property from time to time. The parties shall cooperate with each other such that the party with the legal standing to challenge such assessments or valuations or re-evaluations shall diligently pursue those challenges on behalf of itself and/or another party.

**5. Post Annexation Governmental Services.** The parties agree that the Property is entitled to standard governmental services by City in the same manner such services are provided to other areas of City.

**6. Mediation and Notice of Claimed Breach.** In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Wayne County Common Pleas Court. Each party retains all legal rights available to it under this Agreement and under the law.

If any party to this Agreement believes any other party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of monies due under this Agreement, the complaining party shall give notice to the other party, clearly stating what breach the complaining party alleges has occurred. The party receiving the notice has ninety days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety day period, then the complaining party may seek remedies under this Agreement, including suit for recovery of the money due under the Agreement and suit for specific enforcement of this Agreement.

**7. Liberal Construction.** The parties agree that, just as ORC 709.192 is to be liberally construed to allow parties to enter into annexation agreements, this Agreement shall be liberally construed in order to facilitate the desire of both parties to carry out this Agreement by providing government improvements, facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing the sharing by City, Township, County and State of Ohio in the benefits of economic development, even if such development does not occur in an unincorporated area. Further, each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties as is allowed by ORC 709.192.

**8. Modification.** This Agreement may not be modified by the City or Township except by official legislative action of both City and Township. This Agreement may be terminated prior to the expiration of its term by mutual consent of City and Township, as evidenced by official legislative action by each.

**9. Legal Construction.** In the event that any one or more of the provisions contained in the Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the paragraphs of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to ORC 709.192 in all respects.

**10. Governing Law.** This Agreement, and all the rights, duties and obligations of City and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Wayne County, Ohio.

IN WITNESS WHEREOF, the City of Wooster, Ohio, by Robert F. Breneman, its duly-elected Mayor, and pursuant to authority granted by the adoption of Ordinance No. 2023-\_\_, has caused this instrument to be executed this 10<sup>th</sup> day of JANUARY 2023; and Wayne Township of Wayne County, Ohio, by Tom Buchholz, its Trustee, has caused this instrument to be executed on this 10<sup>th</sup> day of JANUARY 2023, and, by T.J. Shamp, its Trustee, has caused this instrument to be executed on this 10<sup>th</sup> day of JANUARY 2023, and by Marlin Questel, its Trustee, has caused this instrument to be executed on this 10<sup>th</sup> day of JANUARY 2023.

SIGNATORIES:

CITY OF WOOSTER, OHIO

by Robert F. Breneman  
Robert F. Breneman, Mayor

WAYNE TOWNSHIP TRUSTEES

by Tom Buchholz -yes  
Tom Buchholz, Trustee

by T.J. Shamp -yes  
T.J. Shamp, Trustee

by Marlin Questel -yes  
Marlin Questel, Trustee

Approved as to form: [Signature]

John Scavelli, Attorney at Law

538 N. Market Street

Wooster, Ohio 44691

Tel. 330.263.5248 / Fax 330.263.5247

Motion - MARLIN QUESTEL  
SECOND - TOM BUCHHOLZ