

WAYNE COUNTY TAX MAP

Initials Sap FILE# 2022-4330

DATE 11 / 07 / 2022

IDENT. PA09-SE/ME.005

Filed for Record in Wayne County, Ohio  
202200012902 11/07/2022 11:20 AM COPY  
Jane Carmichael Rec Fees: \$186.00  
ANEX OR Vol 33 Pgs 305 - 325

VILLAGE OF MT. EATON

Ernest Raber  
MAYOR

Mindy Hartman  
FISCAL OFFICER

P.O. Box 49  
Mt. Eaton, OH 44659  
Phone: (330) 359-5452

CERTIFICATION OF ORDINANCE NO. 6-2022

I, **Mindy Hartman**, Fiscal Officer of the Village of Mount Eaton, Wayne County, Ohio, hereby certify that the attached Ordinance above captioned is truly taken and copied from the official Ordinance No. 6-2022, now on file in my office.

I further certify that the signatures appearing thereon are my own, as well as, the signatures of Mayor Ernest Raber and Council President Melissa Irwin, who were Mayor and Council President of the Village of Mount Eaton at the time of signing the Ordinance.

WITNESS my hand and seal of said Village this 2<sup>nd</sup> day of November, 2022.

BY: Mindy Hartman  
**Mindy Hartman**, FISCAL OFFICER  
Village of Mount Eaton



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 50¢ DATE 11 / 7 / 22  
JARRA L. UNDERWOOD, AUDITOR

JoAnna Hatten DEPUTY  
JoAnna Hatten

**COPY**

**ORDINANCES  
RECORD OF RESOLUTIONS**

ORDINANCE No. 6 - 2022

PASSED NOVEMBER 2, 2022

**AN ORDINANCE ACCEPTING APPLICATION FOR THE ANNEXATION OF TERRITORY LOCATED ON DOVER ROAD, AND CONTIGUOUS TO THE CORPORATION LIMITS AND ALLOWING FOR IMMEDIATE ENACTMENT.**

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Mt. Eaton, Ohio that:

**SECTION 1.** The proposed annexation, consisting of approximately 4.000 acres on Dover Road with the Permanent Parcel Number 39-00589.006 applied for under the expedited procedure pursuant to Ohio Revised Code Section 709.02 and requesting that Ohio Revised Code Section 709.022 be followed in the petition described below, and as approved for annexation to the Village of Mt. Eaton, Ohio by the Board of County Commissioners of Wayne County on October 5, 2022, 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 Fiscal Officer of the Village of Mt. Eaton.

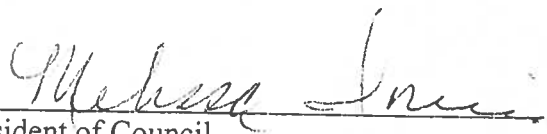
There is no appeal from the Board's decision in law or in equity as set forth in Ohio Revised Code Section 709.022.

**SECTION 2.** The Fiscal Officer or her designee 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.

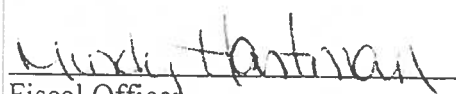
**SECTION 3.** This Council finds and declares that all formal actions concerning and relating to the adoption of this Ordinance occurred in an open meeting of this Council or its committees in compliance with the law.

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

Passed in Council this 4<sup>th</sup> day of November, 2022.

  
President of Council

ATTEST:

  
Fiscal Officer

APPROVED:

  
Mayor

## **PETITION FOR ANNEXATION**

**To the Board of Commissioners of Wayne County, State of Ohio**

The undersigned, being all of the owners of real estate in the following described territory within the County of Wayne and adjacent to the Village of Mount Eaton, Ohio, petitions the Board of Commissioners of Wayne County, Ohio, to annex the territory described below to the Village of Mount Eaton. The territory to be annexed is fully described as follows:

See attached Exhibit A.

The Permanent Parcel Number is: 39-00589.006

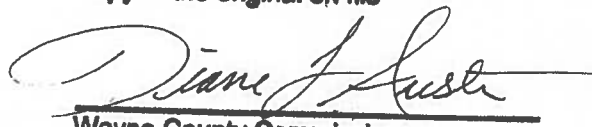
The parcel described herein for annexation consists of 4.000 acres. An accurate map of this territory is attached hereto and incorporated herein as a part of this Petition as Exhibit B.

This Petition for Annexation is made pursuant to R.C. 709.022 and the undersigned petitioner requests to follow the special procedure of annexing land into a municipal corporation with the consent of all parties. An Annexation Agreement entered into as of August 24, 2022, by and among the Village of Mount Eaton, Ohio, the Trustees of Paint Township and the landowner, South Market Holdings, LLC, is attached hereto and incorporated herein as a part of this Petition as Exhibit C.

Andrew P. Brower, Miller, Mast & Mason, Ltd., 121 N Market Street, Suite 300, Wooster, Ohio 44691, is hereby appointed and authorized to act as agent for the undersigned petitioner in securing such annexation each 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 substitute an agent; 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, refiling, substituting, compromise, increase or deletion, or other actions for granting of this petition shall be made in the petition, description and/or plat by said agents without further expressed consent of petitioner.

The total number of owners of real estate in the above-described territory is one (1).

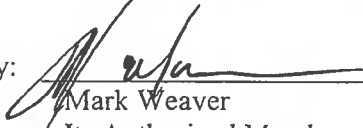
**I hereby certify this is a true and correct  
copy of the original on file**

  
**Wayne County Commissioners**  
Diane L. Austen, clerk

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.

South Market Holdings, LLC

By:

  
Mark Weaver  
Its Authorized Member

Date:

8-24-\_\_\_\_\_, 2022

**LIST OF ALL TRACTS, LOTS AND PARCELS IN THE  
TERRITORY PROPOSED FOR ANNEXATION AND ADJACENT  
TO THAT TERRITORY OR DIRECTLY ACROSS THE ROAD FROM IT**

<b>Owner Name</b>	<b>Mailing Address</b>	<b>Permanent Parcel Number</b>
Mark M. Weaver and Lori Weaver	15462 Dover Rd, Dalton, OH 44618	39-00589.000
Unser Acker, LLC	c/o Ray Yoder Jr., 15354 Dover Rd, Dalton, OH 44618	39-00589.004
Hope Enterprises, Ltd.	15882 W Main St, Dalton, OH 44618	40-00230.000
David S. Hershberger and Rose Ann Hershberger	15528 Harrison Rd, Apple Creek, OH 44606	40-00233.000

**EXHIBIT A  
PROPERTY DESCRIPTION**

Situated in the State of Ohio, County of Wayne, Township of Paint in the southeast quarter of Section 9 and the northeast quarter of Section 16, T-15N, R-11W.

Being part of the land described in a deed to Ray J. Jr. and Laura W. Yoder recorded in official record volume 842, page 2593 of the Wayne County records.

Described as follows:

Commencing at a 5/8 inch diameter steel pin found in Wenger Road (Township Road 97) marking the southeast corner of the southeast quarter of Section 9 – witnessed by a capped pin marked “Baker” found N 89° 02’ 55” W 29.30 feet.

Thence N 89° 02’ 55” W 141.50 feet, along the south line of the quarter section, to a capped pin marked “Baker” found at the Point of Beginning for the parcel herein described.

Thence with the following SEVEN courses:

1. S 07° 55’ 33” W 293.00 feet, into the northeast quarter of Section 16 and along the west line of Hope Enterprise, Ltd. as described in official record volume 524, page 2115, to a point in Dover Road (U.S. 250) – witnessed by a capped reference pin marked “Baker” found N 07° 55’ 33” E 31.30 feet.
2. N 65° 46’ 12” W 347.54 feet, in Dover Road, along the northerly line of Bradley D. Dalton as described in official record volume 880, page 2110 and the extension thereof, to the southeast corner of Mark M. and Lori Weaver as described in official record volume 853, page 1200 – witnessed by a capped reference pin marked “Baker” found N 10° 22’ 31” E 35.00 feet.
3. N 10° 22’ 31” E 344.55 feet, along an easterly line of Weaver and passing into the southeast quarter of Section 9 at a distance of 155.58 feet, to a 5/8 inch diameter steel pin found.
4. N 11° 55’ 31” W 109.61 feet, along an easterly line of Weaver, to a capped pin set.
5. N 81° 22’ 51” E 310.02 feet to a capped pin set.
6. S 11° 48’ 56” E 86.98 feet to a capped pin set.
7. S 01° 24’ 42” W 260.00 feet to the Point of Beginning.

This parcel contains 4.000 acres; of which 2.298 acres lie in the southeast quarter of Section 9 and 1.702 acres lie in the northeast quarter of Section 16.

This parcel is benefited by the Driveway Easement described in official record volume 933, page 960.

This description was prepared by Edward A. Gasbarre, P.S. 7036 from information contained in a survey made under his direction, in September 2021, on behalf of R.W. Gasbarre & Associates, Inc. A copy of that survey is on file at the Wayne County map office. See survey volume XX, page 76.

All bearings are related and common with record survey VV-670.

All capped pins, both set and found, are 5/8 inch diameter solid steel rods with identification caps marked "GASBARRE WOOSTER, OHIO" unless otherwise noted.

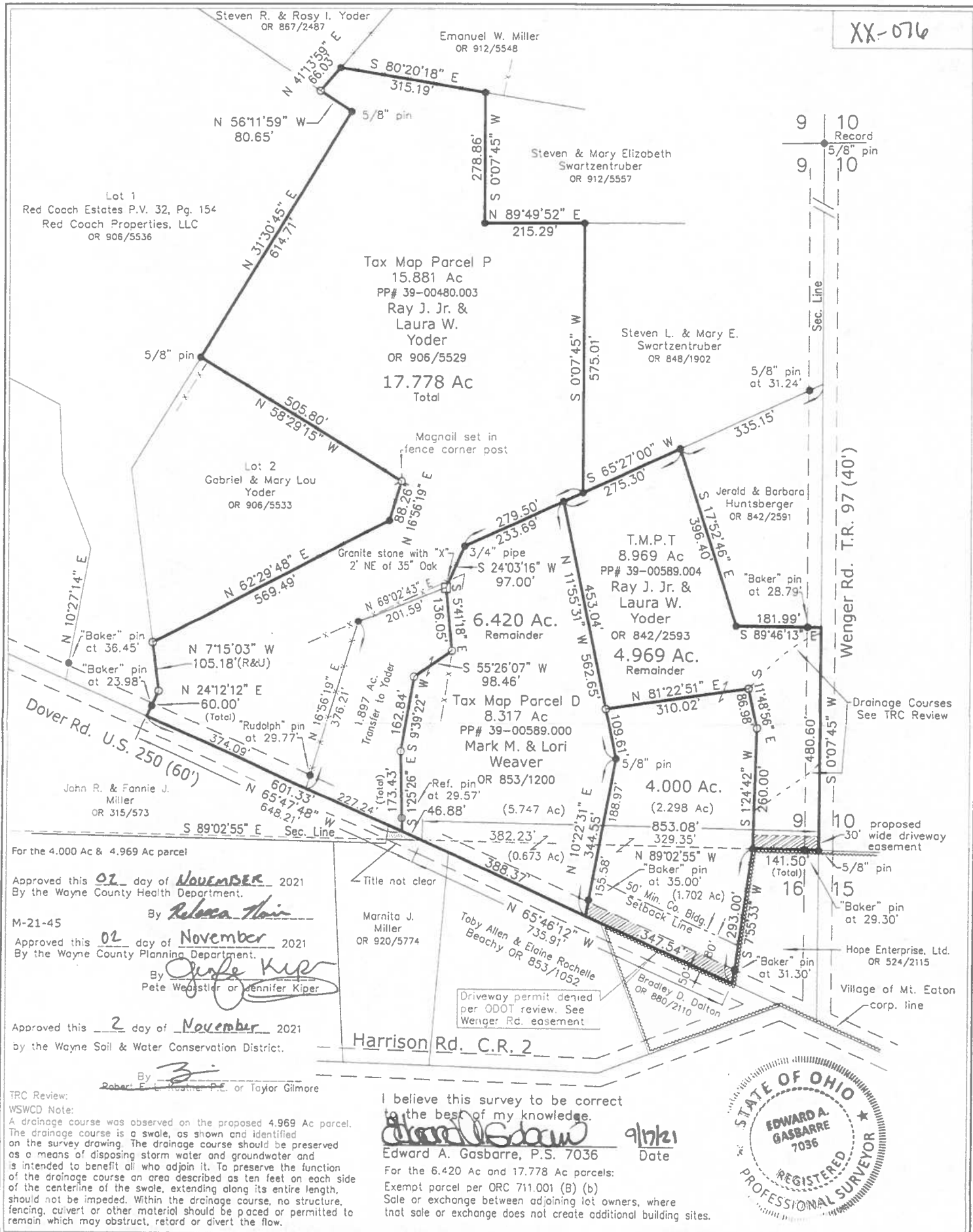
PPN: 39-00589.006

Prior Reference: Official Records Volume 960, Page 930, Wayne County, Ohio.

-6-

**EXHIBIT B  
PROPERTY MAP**





For the 4.000 Ac & 4.969 Ac parcel

Approved this 01 day of November 2021  
By the Wayne County Health Department.  
By Rebecca Hain

M-21-45  
Approved this 02 day of November 2021  
By the Wayne County Planning Department.  
By Julie Kiper  
Pete Weastler or Jennifer Kiper

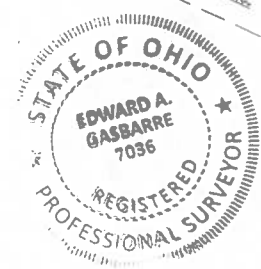
Approved this 2 day of November 2021  
by the Wayne Soil & Water Conservation District.  
By Robert E. L. Hooper, P.E. or Taylor Gilmore

TRC Review:  
WSWCD Note:  
A drainage course was observed on the proposed 4.969 Ac parcel. The drainage course is a swale, as shown and identified on the survey drawing. The drainage course should be preserved as a means of disposing storm water and groundwater and is intended to benefit all who adjoin it. To preserve the function of the drainage course an area described as ten feet on each side of the centerline of the swale, extending along its entire length, should not be impeded. Within the drainage course, no structure, fencing, culvert or other material should be placed or permitted to remain which may obstruct, retard or divert the flow.

I believe this survey to be correct to the best of my knowledge.

Edward A. Gasbarre 9/17/21  
Edward A. Gasbarre, P.S. 7036 Date

For the 6.420 Ac and 17.778 Ac parcels:  
Exempt parcel per ORC 711.001 (B) (b)  
Sale or exchange between adjoining lot owners, where that sale or exchange does not create additional building sites.



**Yoder/Weaver Survey**  
Paint Township  
SE Qtr. Sec. 9 & NE Qtr. Sec. 16, T-15N, R-11W  
Wayne County, Ohio

R.W. **Gasbarre**  
Professional Land Surveying  
401 South Market St. - P.O. Box 44  
Wooster, Ohio 44691  
& Associates, Inc. PH 330-264-9499

**Legend**

○ set    ✕ set previously    ● found    △ - Spike or magnail set  
5/8"x30" Steel Rod W/Yellow I.D. Cap    ▲ - Spike or magnail found  
Marked "Gasbarre Wooster, Ohio"    ✕ - Fence Line Evident  
● - "Baker" pin found    R - Record Dimension  
unless otherwise noted    M - Measured Dimension  
□ - Stone monument found    U - Used Record Dimension

0 100 200  
Scale 1" = 200'

Basis of Bearings: common with record survey VV-670.  
Ref. Surveys: VV-202, VV-307, VV-670, P.V. 32, Pg. 154  
Drawing: 221075.dwg  
September 17, 2021

# Resolution

No. 2022-533

*Board of Wayne County Commissioners*  
*Ron Amstutz    Rebecca S. Foster    Sue A. Smail*

*Adopted:* October 5, 2022

*Subject:* **Approval of an Expedited Type 1 Annexation of Approximately 4.00 Acres located in Paint Township to the Village of Mt. Eaton**

It was moved by Commissioner Foster and seconded by Commissioner Smail 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 4.00 acres from Paint Township, Wayne County, Ohio, to the Village of Mt. Eaton, 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 Mark Weaver, South Market Holdings, LLC; and

WHEREAS, the territory proposed for annexation is contiguous to the Village of Mt. Eaton, 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:

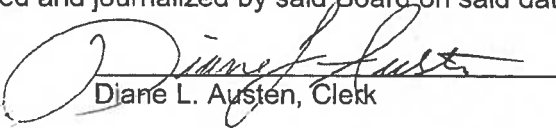
Section 1: The Petition for the Annexation of Approximately 4.00 Acres from Paint Township, Wayne County, Ohio to the Village of Mt. Eaton, Ohio, filed by the aforementioned petitioner on September 28, 2022, is hereby approved.


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 Village of Mt. Eaton, Ohio.

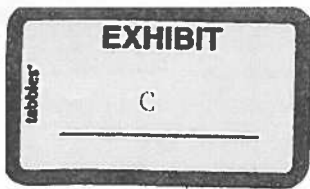
The vote is as follows: Ron Amstutz yea    Rebecca S. Foster yea    Sue A. Smail yea

## 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





## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this 24<sup>th</sup> day of August, 2022, pursuant to Ohio Revised Code Sections 709.021 and 709.022, by and among the **Village of Mt. Eaton, Ohio**, an Ohio municipal corporation ("Village"), the **Trustees of Paint Township, Wayne County, Ohio**, a political subdivision of the State of Ohio ("Township"), and **South Market Holding, LLC**, an Ohio limited liability company ("Owner"), with reference to the following facts:

### RECITALS

A. Owner is the owner in fee simple of 4.000 acres of real property described in Exhibit A attached hereto and made a part hereof ("Property"). A plat map of the Property is attached hereto as Exhibit B and made a part hereof;

B. Owner desires to develop the Property;

C. The Property is contiguous with the Village;

D. The parties desire to annex the Property to the Village pursuant to and under the authority of Ohio Revised Code Sections 709.021 and 709.022;

E. Soon hereafter, Owner is filing with the Board of Commissioners of Wayne County, Ohio, a Petition for Annexation pursuant to Ohio Revised Code Sections 709.021 and 709.022; and

F. 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 Village.

### AGREEMENT

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 as of thirty days after the passage of a resolution of the Village accepting Owner's Petition for Annexation, the Property shall be annexed to the Village of Mt. Eaton, Wayne County, Ohio and the corporate limits of the Village of Mt. Eaton shall be extended to include and encompass the Property. After annexation, the Property is not to remain part of the Township.

2. **Allocation of Tax Revenues and Duration.** The Village and Township agree that the allocation of tax revenue shall be as set forth below:

The Village shall compensate the Township 50% of its net tax revenues annually derived from the Property to be annexed for a period of fifteen (15) years, except that in no event shall the Village compensate the Township less than what is prescribed by R.C. 709.19, nor more than 100% of the revenues the Township would have received had the territory not been annexed. "Net tax revenue" means the difference in the Village's cumulative millage revenue from the annexed territory and its cumulative expenses on new infrastructure on the same territory.

3. **Zoning.** The Village has no zoning ordinance, and thus the Property proposed for annexation is not and will not be subject to zoning regulations.

4. **Utilities.** With respect to the provision of utilities to the Property, the parties agree that, upon completion of construction of the necessary water and sewer pipelines and facilities by Owner and connection of these systems to the Village facilities, the Village shall provide water and sewage utility services to the Property upon the same terms and conditions that the services are provided to others within the Village. The Village's obligation to provide water and sewage utility services is conditioned on the Owner paying the fees and charges for such services as established by ordinance or other action of the Village from time to time.

5. **Consent to the Township to Annex.** Township hereby consents to the annexation of the Property to the Village as evidenced by the execution of this Agreement.

6. **Consent of the Village to Annex.** Village hereby consents to the annexation of the Property to the Village as evidenced by the execution of this Agreement.

7. **Fair Interpretation.** Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against either party.

8. **Modification.** This Agreement may not be modified by the Village or Township except in writing and by official legislative action of both the Village and Township. The foregoing notwithstanding, this Agreement shall not be terminated, modified, or amended in any manner that would affect the rights of the Owner without the express written consent of the Owner.

9. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

10. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Ohio.

11. **Dispute Resolution.** If any party to this Agreement believes another party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of moneys due under the Agreement (except as to future water and sewer charges, which shall be governed by the applicable ordinance), that party shall give notice to the other party clearly stating what breach 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, the party that sent the notice may sue for recovery of the money due under the agreement, sue for specific enforcement of the agreement, or terminate the agreement upon giving notice of termination to all the other parties. The foregoing remedies are expressly provided in Section 709.192(E) of the Ohio Revised Code. The parties agree that they shall exhaust all other available remedies before pursuing termination of the agreement.

12. **No Construction against Drafter.** This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed against either party.

13. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

14. **Authority.** Each of the Parties to this Agreement represents and warrants that each has taken all such action necessary to authorize it to enter into this Agreement and to be bound thereby, specifically all actions taken by the Township and the Village were conducted in open meetings for which notice was only given in accordance with the Ohio Revised Code.

15. **Counterparts.** This Agreement may be executed in counterparts, each copy of which will be regarded as an original.

[The remainder of this page was intentionally left blank. Signature page to follow.]

Executed this 11 day of August, 2022.

VILLAGE

Village of Mt. Eaton, Ohio

By: Ernest Raber

Name: Ernest Raber  
Title: Mayor

By: Melissa Irwin

Name: Melissa Irwin  
Title: Council President

TOWNSHIP

Board of Township Trustees of Paint  
Township, Wayne County, Ohio

By: \_\_\_\_\_

Name: Marion R. Miller

Title: Trustee

By: Chuck R. Gatti

Name: Chuck R. Gatti

Title: Trustee

By: Bradley A. Herman

Name: Bradley A. Herman

Title: Trustee

OWNER

SOUTH MARKET HOLDINGS, LLC

By: Mark Weaver  
Mark Weaver  
Its Authorized Member

State of Ohio:

County of Wayne:

The foregoing instrument was acknowledged before me this 3rd day of August, 2022, by Ernest Raber, Mayor, of the Village of Mt. Eaton, Ohio.

Michael G. Buytendyk, Attorney  
Notary Public - NO EXPIRE

Michael Buytendyk, Attorney

State of Ohio:

County of Wayne:

The foregoing instrument was acknowledged before me this 3rd day of August, 2022, by Melissa Irwin, Council President, of the Village of Mt. Eaton, Ohio.

Michael G. Buytendyk, Attorney  
Notary Public - NO EXPIRE

Michael Buytendyk, Attorney

State of Ohio:  
County of Wayne:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Marion R. Miller, Trustee of the Paint Township, Wayne County, Ohio.

\_\_\_\_\_  
Notary Public

State of Ohio:  
County of Wayne:

The foregoing instrument was acknowledged before me this 11 day of August, 2022, by Chuck R. Gatti, Trustee of the Paint Township, Wayne County, Ohio.



**KELLY M HERMAN**  
Notary Public, State of Ohio  
My Commission Expires  
June 24, 2027

Kelly M. H  
Notary Public

State of Ohio:  
County of Wayne:

The foregoing instrument was acknowledged before me this 11 day of August, 2022, by Bradley A. Herman, Trustee of the Paint Township, Wayne County, Ohio.



**KELLY M HERMAN**  
Notary Public, State of Ohio  
My Commission Expires  
June 24, 2027

Kelly M. H  
Notary Public



State of Ohio:  
County of Wayne:

The foregoing instrument was acknowledged before me this 24th day of August, 2022, by Mark Weaver, Authorized Member of South Market Holdings, LLC, an Ohio limited liability company, on behalf of said limited liability company, Owner of the Property.



**Andrew P. Brower**  
ATTORNEY AT LAW  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03R.C.

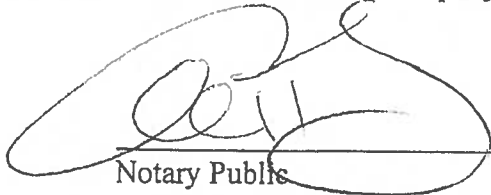
  
Notary Public

Exhibit A

Real Estate Description

Situated in the State of Ohio, County of Wayne, Township of Paint in the southeast quarter of Section 9 and the northeast quarter of Section 16, T-15N, R-11W.

Being part of the land described in a deed to Ray J. Jr. and Laura W. Yoder recorded in official record volume 842, page 2593 of the Wayne County records.

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Thence N 89° 02’ 55” W 141.50 feet, along the south line of the quarter section, to a capped pin marked “Baker” found at the Point of Beginning for the parcel herein described.

Thence with the following SEVEN courses:

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PPN: 39-00589.006

Prior Reference: Official Records Volume 960, Page 930, Wayne County, Ohio.

Exhibit B

Plat Map

