

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION 1237

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF GEORGETOWN, OHIO AND NICHOLAS R. OWENS AND BRITTANY M. OWENS**

**WHEREAS**, Nicholas R. Owens and Brittany M. Owens (“Property Owners”) are the fee simple owners of an interest in certain real property identified as parcel 31-058832.0000 (36.22 acres) on Brown County’s tax map (the “Property”); and

**WHEREAS**, the Property Owners desire to petition the County Commissioners of Brown County to annex the Property into the Village of Georgetown (the “Village”); and

**WHEREAS**, the Property Owners wish to annex into the Village to avail the Property of the services of the Village, including, but not limited to, water, sewer, police and fire protection, and other services that the Village can provide or cause to be provided to the property, subject to the reasonable approvals of Brown County and the Village; and

**WHEREAS**, the Mayor and Village Administrator have negotiated a Pre-Annexation agreement (Exhibit A), with the Property Owner.

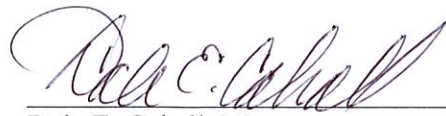
**BE IT RESOLVED**, By the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:


**SECTION 1:** The Mayor of the Village of Georgetown is hereby authorized to execute a pre-annexation agreement with Nicholas R. Owens and Brittany M. Owens as set forth in Exhibit A attached hereto and made part hereof.

**SECTION 2:** That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including section 121.22 of the Ohio Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 14th day of January, 2021.

  
\_\_\_\_\_  
Dale E. Cahall, Mayor

ATTEST:  
  
\_\_\_\_\_  
Natalie K.R. Newberry, Fiscal Officer

**PRE-ANNEXATION AGREEMENT BETWEEN  
THE VILLAGE OF GEORGETOWN AND  
NICHOLAS R. OWENS AND BRITTANY M. OWENS**

This Pre-Annexation Agreement ("Agreement") is made and entered into this 14<sup>th</sup> day of January, 2021, between The Village of Georgetown, Ohio (the "Village") and Nicholas R. Owens and Brittany M. Owens under the following circumstances:

**WHEREAS**, Nicholas R. Owens and Brittany M. Owens (collectively "Property Owners"), are the fee simple owners of an interest in certain real property identified as parcel 31-058832.0000 (36.2200 acres) on Brown County's tax map (the "Property"); and

**WHEREAS**, the Property Owners desire to petition the Board of County Commissioners of Brown County to annex the Property into the Village; and

**WHEREAS**, the Property Owners wish to annex into the Village to avail the Property of the services of the Village, including, but not limited to, water, sewer, electric, police and fire protection and other services that the Village can provide or cause to be provided to the Property, subject to the reasonable approvals of Brown County and the Village; and

**WHEREAS**, the annexation of the Property to the Village will contribute to the economic well-being of the Village and the Village agrees to assist the Property Owners in securing such annexation; and

**WHEREAS**, the Village and Property Owners agree to the terms of this Agreement regarding the proposed annexation of the Property.

**NOW, THEREFORE**, in consideration of the mutual promises exchanged herein the parties do hereby agree as follows:

1. Petition for Annexation. The Property Owners agree to file a petition for annexation of the Property within forty-five (45) days of signing this Agreement. It shall be an expedited annexation petition. The Property Owners agree to diligently and in good faith pursue such annexation to its successful conclusion and to reasonably cooperate with the Village regarding all aspects of the annexation petition process. The Village will cause to be prepared an Annexation Plat reflecting the Property to be annexed into the Village and pay for the costs associated with the preparation of the Annexation Plat as provided for in Section 2 herein. The Village agrees to the following actions necessary to complete the annexation of the Property into the Village:

- a. have an agent attend any hearings on the annexation petition as needed;

*NO*

- b. pass the necessary resolutions stating the services and improvements the Village will provide to the Property and the date by which those services will be available and plan for anticipated improvements; and
- c. if necessary, assist the Property Owners in any appeal process pertaining to the annexation of the Property.

2. Annexation Petition Costs. In consideration of the Village's promises and obligations herein, the Village agrees to pay the surveyor and filing fees, associated with the filing of the annexation petition up to and including a decision from the Board of County Commissioners of Brown County.

3. Zoning. In further consideration of the Property Owners pursuing annexation of the Property into the Village, the Village agrees that as part of any such annexation it will zone the Property as "A-1" Agricultural District pursuant to the Village of Georgetown Zoning Ordinance. Property Owners agree that as a condition of the Village zoning the Property as "A-1" Station Drive cannot be primarily used for ingress and egress of large vehicles, heavy machinery and/or equipment associated with any commercial farming on the Property.

4. Waiver of Water and Sewer Tap Fees. In consideration of the Property Owners pursuing annexation of the Property into the Village, the Village agrees to waive the water and sewer tap fees. The Property Owners agree not to divide or subdivide the Property during the pendency of this Agreement.

5. On-Site Improvements. In consideration of the Property Owners pursuing annexation of the Property into the Village, the Village agrees to pay one-half (1/2) the cost of installing electric service to a newly constructed home located on the Property in an amount not to exceed four thousand dollars (\$4,000), and one-half (1/2) the cost of installing sewer service to a newly constructed home located on the Property in an amount not to exceed five thousand dollars (\$5,000). Additionally, the Village agrees to install at no cost to the Property Owners a water line meter and hookup on the Property located no more than fifty (50) feet from the eastern terminus of Station Drive.

6. Meter Deposit Fees. Meter deposit fees currently held by the Village related to the Property Owner's current address (88 Station Drive) will be transferred to their new residential address at the Property once a newly constructed home on the Property is fully completed. No additional meter deposit fees will be collected by the Village associated with the Property.

7. Recovery of Village's Fees. Should the Property Owners fail to take any action requested by the Village that could be reasonably anticipated and that directly relates to the purpose of this Agreement, and which results in the annexation of the Property being denied by the Board of County Commissioners of Brown County, then the Property Owners agree to reimburse the Village for any and all reasonable fees and costs which the Village has been required to expend regarding the annexation of the Property including, but not limited to, engineering, survey and attorney fees and costs.

8. Execution. 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 parties, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

9. Severability. 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.

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

11. No Third-Party Beneficiary. Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the Village and the Property Owners, any lender providing financing to the Property Owners and their successors, assigns, and transferees, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

12. Entire Agreement/Merger. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all other agreements, oral or written.

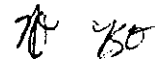
13. Assignment. The respective rights and obligations of the respective parties to the Agreement shall not be assigned without the prior written consent of the other party.

14. Amendment. This Agreement may be amended, modified, superseded, rescinded, or cancelled only by a written instrument executed by the parties to this Agreement.

15. No Presumption Against Drafter. Each of the parties has jointly participated in the negotiations and drafting of this Agreement and no presumptions or burdens of proof shall arise favoring any party related to the Agreement.

16. Village Council Approval. This Agreement is subject to approval by the Georgetown Village Council and shall become effective when signed by all parties.

(Pre-Annexation Agreement Continues on Next Page)



PROPERTY OWNERS

Nicholas R. Owens 1/9/21  
NICHOLAS R. OWENS (Date)

Brittany M. Owens 1/9/21  
BRITTANY M. OWENS (Date)

VILLAGE OF GEORGETOWN, OHIO

Dale C. Cahall 1-14-21  
MAYOR DALE CAHALL (Date)

Approved as to Form:

  
Joseph J. Braun, Village Solicitor