

**VILLAGE OF YELLOW SPRINGS, OHIO
ORDINANCE 2025-17**

**ACCEPTING ANNEXATION FROM MIAMI TOWNSHIP TO THE VILLAGE OF
YELLOW SPRINGS OF 28.324 ACRES OF PROPERTY LOCATED EAST OF EAST
ENON ROAD AND NORTH OF DAYTON STREET**

Whereas, the Village of Yellow Springs and Miami Township previously negotiated an Annexation Agreement pursuant to Ohio Revised Code Section 709.192 for an area anticipated to be annexed as an expedited Type 1 petition with consent from all property owners as approved by Village of Yellow Springs Resolution Number 2025-25 and as approved by both the Village and Township and certified as such by the Village Solicitor on June 18, 2025; and

Whereas, the Type 1 petition for annexation of approximately 28.324 acres from Miami Township, Greene County, Ohio to the Village of Yellow Springs, Ohio was filed on June 24, 2025 by the petitioner/owner, CF Holdings, LLC, with Jonathan M. Bills, President of CAP5 Development, LLC named as agent for the petitioner; and

Whereas, the Greene County Board of County Commissioners approved the annexation of the proposed territory to the Village of Yellow Springs by Resolution Number 25-7-3-7 on July 3, 2025; and

Whereas, the Clerk of the Board of Commissioners certified a transcript of the proceedings to the Clerk of Council, who received the transcript July 11, 2025; and

Whereas, a certified transcript of the proceedings for annexation with an accurate map of the territory, together with the petition and papers relating to proceedings before the Greene County Commissioners, are on file with the Clerk of Council, and have been for more than sixty (60) days as required by Ohio Revised Code Section 709.04;

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY ORDAINS THAT:**

Section 1. Council, having reviewed the Petition and the transcript of proceedings, accepts the proposed annexation pursuant to R.C. 709.04 and the territory is hereby deemed annexed to the Village of Yellow Springs, subject to the Annexation Agreement with Miami Township. The transcript of annexation proceedings and all relevant documents are attached hereto as Exhibit A.

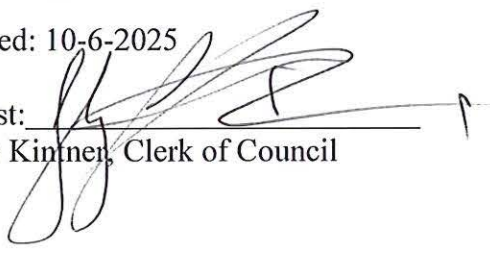
Section 2. Pursuant to Section 1242.04 of the Village Codified Ordinances, the annexed territory is automatically zoned within the "R-C" High-Density Residential District as defined by Section 1248.01(A) of the Village Codified Ordinances but may be subsequently rezoned in accordance with Chapter 1280 of the Village Codified Ordinances.

Section 3. The Clerk of Council is authorized and directed to make five certified copies of this Ordinance, inclusive of attachments, and deliver one copy to the County Auditor, one copy to the County Recorder, one copy to the County Engineer, and one copy to the Ohio Secretary of State and shall file notice of this annexation with the Board of Elections within thirty (30) days after it becomes effective, and take any other steps required by law.

Section 4. This Ordinance shall take effect on the 30th day following adoption.

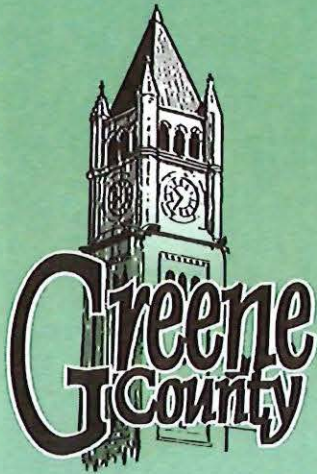

Kevin Stokes, Council President

Passed: 10-6-2025

Attest: 
Judy Kinner, Clerk of Council

ROLL CALL

Kevin Stokes __Y__ Gavin DeVore Leonard __Y__ Brian Housh __Y__
Carmen Brown __Y__ Trish Gustafson __Y__



Board of Commissioners

Richard D. Gould, CPA
Tom Koogler
Sarah J. Mays

35 Greene Street
Xenia, Ohio 45385-3101

Phone: (937) 562-5006
Fax: (937) 562-5331
Administrator: (937) 562-5002
Clerk: (937) 562-5165
www.greenecountyohio.gov

July 9, 2025

Judy Kintner, Clerk of Council
Village of Yellow Springs
100 Dayton Street
Yellow Springs, Ohio 45387

Re: Petition for Annexation – 28.324 acres, more or less, from Miami Township to the Village of Yellow Springs (Expedited Type 1)

Dear Judy:

Enclosed please find all documents pertaining to the above referenced annexation petition. The annexation was granted by the Greene County Board of Commissioners at their meeting on July 3, 2025 by Resolution No. 25-7-3-7

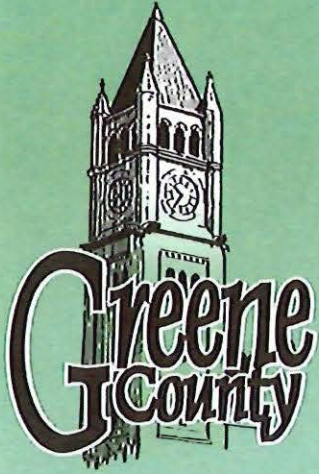
If you have any questions, please do not hesitate to contact me at 937-562-5165.

Thank you.

Sincerely,

Lisa Mock, Clerk
Board of Commissioners

c w/res.: Miami Township Board of Trustees
Steve Davis, Thompson Hine LLP



Board of Commissioners

Richard D. Gould, CPA
Tom Koogler
Sarah J. Mays

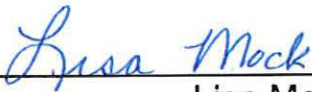
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July 9, 2025

CERTIFICATION

The undersigned hereby certifies that the foregoing information contained in this file is a true and correct copy of the original file of the Petition for Annexation of 28.324, more or less, from Miami Township, to the Village of Yellow Springs, (Expedited Type 1, pursuant to ORC 709.022).



Lisa Mock, Clerk



(County Seal)

File contains copies of:

- Annexation petition
- Legal description
- Map (paper) and Mylar
- Resolution No. 25-7-3-7 granting annexation
- All other documents

**RESOLUTION GRANTING ANNEXATION
OF 28.324 ACRES, MORE OR LESS, IN MIAMI TOWNSHIP,
GREENE COUNTY, OHIO TO THE VILLAGE OF YELLOW SPRINGS, OHIO
(EXPEDITED TYPE 1 UNDER R.C. 709.022)**

RESOLUTION NO. 25-7-3-7

WHEREAS, a Type 1 Annexation Petition was filed by the petitioner/owner, CF Land Holdings LLC with Jonathan M. Bills, President of CAP5 Development, LLC, named as agent for the petitioner, on June 24, 2025, to annex 28.324 acres, more or less, in Miami Township to the Village of Yellow Springs; and,

WHEREAS, the territory sought to be annexed is contiguous with the Village of Yellow Springs; and,

WHEREAS, an accurate legal description and map are provided with the petition and have been found to be legally sufficient by the Greene County Engineer; and,

WHEREAS, a certified copy of the Annexation Agreement by and among the Village of Yellow Springs and Miami Township was provided with the annexation petition as required by O.R.C. 709.022(A); and,

WHEREAS, Section 2.1 of the executed Annexation Agreement states the Village of Yellow Springs shall be responsible for the maintenance of Enon Road from the northern point of the Annexation Parcel to Dayton-Yellow Springs Road; and,

WHEREAS, the petition appears to be valid and conforms with the statutory requirements of O.R.C. 709.022 for an Expedited Type 1 annexation petition, as well the requirements of O.R.C. 709.02 and 709.021.

THEREFORE, BE IT RESOLVED, the Greene County Board Commissioners grants the petition for annexation.

The foregoing Resolution was introduced by Commissioner Mays and seconded by Commissioner Koogler.

Upon roll call, the following vote resulted:

Commissioner Gould	<u>Aye</u>
Commissioner Koogler	<u>Aye</u>
Commissioner Mays	<u>Aye</u>

Resolution duly adopted the 3rd day of July, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF GREENE COUNTY, OHIO**

Attest: Lisa Mock
Clerk

Richard D. Gould
Richard D. Gould, President

Certified to be a true copy of the original
recorded in Commissioners' Journal, Vol. 251

Page 2, Date July 3, 2025
Lisa Mock
Clerk, Greene County Commissioners

Tom Koogler
Tom Koogler, Vice President

Sarah J. Mays
Sarah J. Mays, Commissioner

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
GREENE COUNTY, OHIO**

**PETITION FOR ANNEXATION (TYPE 1 ANNEXATION)
TO THE VILLAGE OF YELLOW SPRINGS, OHIO, OF CERTAIN LAND WHICH
CONSISTS OF 28.324 ACRES +/- IN MIAMI TOWNSHIP, GREENE COUNTY, OHIO**

The undersigned ("Petitioner"), being the sole owner of real estate in the territory hereinafter described, petitions for the annexation of the real property described in Exhibit A attached to this Petition (the "Territory") located in Miami Township, Greene County, Ohio (the "Township") to the Village of Yellow Springs, Greene County, Ohio (the "Village"), pursuant to the terms and conditions of §709.022 of the Ohio Revised Code ("O.R.C."), a special procedure of annexing land with the consent of all parties.

The Territory consists of a total of 28.324 acres more or less, located contiguous and adjacent to the Village of Yellow Springs, in the Township of Miami, Greene County, Ohio. Petitioner has attached as Exhibit B and made a part of this Petition, an accurate map (or plat) showing the boundaries of the Territory. Petitioner has attached as Exhibit C a certified copy of the Miami Township - Village of Yellow Springs Annexation Agreement and corresponding legislation adopting the Agreement entered into by the Village and the Township in accord with O.R.C §709.022 and O.R.C §709.192.

The number of owners of real estate as defined in O.R.C §709.02 in the Territory is one (1). The Petitioner has been authorized to sign the Petition and has title to all of the property within the Territory. Petitioner's name and address are as follows:

Petitioner's Name

Address

CF Land Holdings, LLC

4835 Yellow Springs Street
Springfield, Ohio 45506
Attention: James A. Clem

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.

Jonathan M. Bills, President of CAP5 Development, LLC, 3601 Rigby Road, Suite 300, Miamisburg, Ohio 45342, is appointed agent for the Petitioner as required by O.R.C §709.02 and is granted full power and authority to make any minor amendments, correct, withdraw, or refile this Petition, and take any other action necessary pertaining to the granting of this Petition, consistent with O.R.C §709.02 and O.R.C §709.022.

PETITION FOR ANNEXATION
TO VILLAGE OF YELLOW SPRINGS
28.324 ACRES MIAMI TOWNSHIP
GREENE COUNTY, OHIO
PAGE 2

Executed on the date(s) listed below by Petitioner

CF LAND HOLDINGS, LLC,
an Ohio limited liability company

By: James A. Clem
James A. Clem, Managing Member
Date: 6-9-25

By: Mary L. Clem
Mary L. Clem, Managing Member
Date: 6-9-25

Exhibit A – An accurate legal description of perimeter of territory proposed for annexation.

Exhibit B – An accurate map or plat of territory proposed for annexation.

Exhibit C– Certified copy of Miami Township - Village of Yellow Springs Annexation Agreement and corresponding legislations adapting it

NOTE: A list of all tracts, lots or parcels adjacent to and across the street from the Territory to be annexed, although not part of this Petition has been simultaneously filed with the Clerk of the Board of County Commissioners (§709.02(D) Ohio Revised Code.)

Exhibit A

DESCRIPTION

28.324 Acres

Situated in Section 20, Town 4, Range 8 M.Rs., Miami Township, Greene County, Ohio, being all of a Remainder 30.622-acre parcel of land conveyed to CF Land Holdings LLC by deed recorded in Deed Book 3232, Page 732, all deed references are of record in the Greene County, Ohio Recorder's Office, and being more particularly described as follows:

Commencing at a found 5/8" Iron pin with "Clinco & Sutton" cap at the northwest corner of Lot 74 of Spring Meadows of Yellow Springs Section 2, as recorded in Plat Cabinet 39, Page 375A-376B, said point also being the southwest corner of a 44.260 acre parcel conveyed to Village of Yellow Springs Ohio, as recorded in Deed Book 505, Page 879;

Thence along the west line of said Spring Meadows of Yellow Springs Section 2 and the west line of Spring Meadows of Yellow Springs Section 1 as recorded in Plat Cabinet, 39, Page 312A-314A, South 05°16'58" West, a distance of 703.16 feet to a set Iron pin at the northeasterly corner of a 2.411 acre parcel of land conveyed to Global Signal Acquisitions IV, as recorded in Deed Book 3276, Page 577;

Thence along the northerly lines of said Global Signal Acquisitions IV LLC the following courses:

- North 85°07'57" West, a distance of 325.86 feet to a set Iron pin;
- South 74°46'14" West, a distance of 437.49 feet to a found 5/8" Iron pin with no cap;
- North 06°40'56" West, a distance of 69.66 feet to a found 5/8" Iron pin with no cap;

Thence along said northerly line of Global Signal Acquisitions IV LLC and crossing the easterly right-of-way line of East Enon Road, South 74°46'14" West, a distance of 75.83 feet to a set mag nail in the easterly line of a 69.822 acre parcel conveyed to CF Land Holdings LLC, as recorded in Deed Book 3232, Page 732, said point being in the centerline of said East Enon Road;

Thence along said centerline of East Enon Road and easterly line of 69.822 acre CF Land Holdings LLC parcel, and the easterly line of a 3.126 acre parcel conveyed to CF Land Holdings LLC, as recorded in Deed Book 3232, Page 725, North 06°40'19" West, a distance of 1,365.00 feet to a set mag nail at the southwest corner of a 7.608 acre parcel conveyed to Richard D. and Kathy Sanders, as recorded in Deed Book 2077, Page 587;

Thence along the southerly line of said Richard D. and Kathy Sanders parcel, South 85°01'06" East, (passing for reference a 5/8" Iron pin at a distance of 25.66 feet) a total distance of 1,093.79 feet to a found 5/8" Iron pin with no cap in the west line of the aforementioned Village of Yellow Springs parcel;

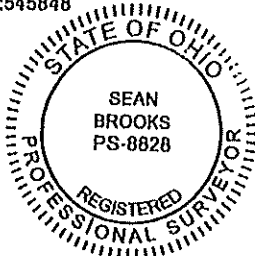
Thence along said west line of Village of Yellow Springs parcel, South 04°11'10" West, a distance of 523.99 feet to the POINT OF BEGINNING;

Containing 28.324 acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above-described tract of land.

Bearings based on the U.S. State Plane Coordinate System, NAD83 (2011), GEOID18 (CONUS), Ohio South (3402), taken to ground at latitude N39°48'22.46587", longitude W83°54'09.61481", project height 913.194, with a ground scale factor of 1.00008070770792, derived from GPS observations to establish a bearing of South 05°16'58" West along the west line of Spring Meadows Section 1.

Error of Closure = 1:545848



CESO, Inc.

Sean T. Brooks, PS
Ohio Registered Surveyor No. 8828

Date

DESCRIPTION CHECK

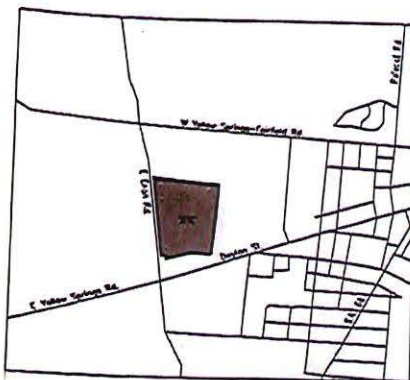
Greene County Engineer's Tax Map Dept.

☒ Legally Sufficient As Described
☐ Legally Sufficient With Corrections Noted
☐ Legally Insufficient, New Survey Required

By: STH Date: 4-25-2025
Par ID: Dist BK PG PAR



C:\Users\schoonover\DC\ACCDocs\CESO\CAP 5 Spring Meadows Annexation Description.docx
4/22/2025



VICINITY MAP:
NOT TO SCALE

SURVEY LEGEND

⊕ - 5/8" Iron Pin Set w/cap CESO, Inc.	Fnd. (F) - Found
⊙ - Monument Found as Described	Used. (U) - Used
⌵ - Railroad Spike Found	Meas. (M) - Measured
⊠ - Monument Box Found as Described	Rec. (R) - Deed
⌵ - PK Nail/Mag Nail Set	Calc. (C) - Calculated
---	Existing Township/Corporation Line
- - -	Proposed Township/Corporation Line

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY IS A CORRECT REPRESENTATION OF A FIELD SURVEY PERFORMED BY CESO IN FEBRUARY OF 2025 UNDER MY DIRECTION. I FURTHER CERTIFY THAT ALL MONUMENTS HAVE BEEN SET OR FOUND AS INDICATED.

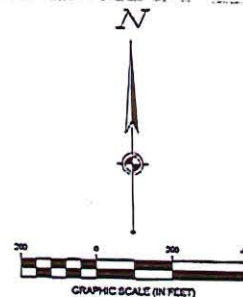
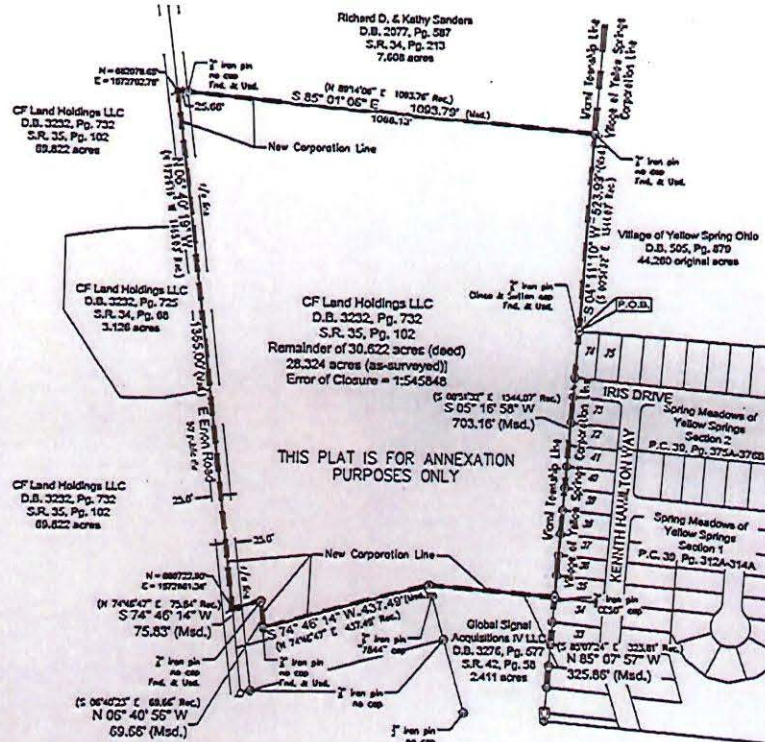
SEAN T. BROOKS P.S.
OHIO PROFESSIONAL SURVEYOR #8828

4-24-2025
DATE



**VILLAGE OF YELLOW SPRINGS ANNEXATION OF
CF LAND HOLDING LLC PROPERTY**

28.324 acre annexation in Section 20, Town 4, Range 8 M.Rs.,
Miami Township, Greene County, Ohio
The perimeter of the territory shown herein is 4,594.78 feet, of
which 1,227.15 feet (26.71%) is contiguous with the existing
corporation line.



CESO

WWW.CESODIG.COM

2001 Poplar Ave., Suite 200
Cincinnati, OH 45219
Phone: 612.455.8844 Fax: 612.455.8845

CF Land Holdings LLC

28.324 Acre Annexation Plat

Section 20, Town 4, Range 8 M.Rs.
Miami Township, Greene County, Ohio

Revisions / Submissions

D	Description	Date
---	-------------	------

© 2024 CESO, INC.

Project Number:	766020
Scale:	1" = 200'
Drawn By:	DAS
Checked By:	STB
Date:	4/21/2025
Issue:	

Drawing Title:

Annexation Plat

STB 4-25-2025

1 of 1

SURVEY NOTES:

1. NORTH AND BEARING SYSTEM BASED ON THE OHIO STATE PLANE - SOUTH, NAD 83 AND UPON GPS OBSERVATIONS TAKEN BY CESO INC IN FEBRUARY OF 2025. SCALED TO GROUND AT A LAT. N30°45'22.46587", LONG. W83°54'09.51481" AT A PROJECT HEIGHT OF 913.184 FEET AND A SCALE FACTOR OF 1.0000867070792.
2. ALL DATA SOURCES, DOCUMENTS AND RECORDS SHOWN HEREON ARE ON FILE AT THE GREENE COUNTY RECORDERS OFFICE LOCATED IN XENIA OHIO, UNLESS NOTED OTHERWISE.
3. SURVEY PREPARED FROM FIELDWORK PERFORMED IN FEBRUARY OF 2025. ALL MONUMENTATION SHOWN HEREON IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. OCCUPATION GENERALLY FITS THE BOUNDARY LINES AS SHOWN.

Exhibit B

Exhibit C

Certified Copy of Miami Township – Village of Yellow Springs Annexation Agreement

[See Attached]

**VILLAGE SOLICITOR CERTIFICATION OF ANNEXATION AGREEMENT
BETWEEN VILLAGE OF YELLOW SPRINGS AND MIAMI TOWNSHIP**

I, the Village Solicitor of the Village of Yellow Springs, Ohio ("Village") do hereby certify pursuant to Ohio Revised Code Section 709.022 as follows:

1. The Annexation Agreement between the Village of Yellow Springs and Miami Township dated May 29, 2025 has been duly executed by the Village of Yellow Springs, following Yellow Springs Village Council passage of Resolution 2025-25.
2. The Annexation Agreement between the Village of Yellow Springs and Miami Township dated May 29, 2025 has been duly executed by the Miami Township Board of Trustees after approval at the March 24, 2025 Miami Township Board of Trustees meeting authorizing the signing of the Annexation Agreement.
3. I hereby certify that the Annexation Agreement between the Village of Yellow Springs and Miami Township is complete and fully executed by both parties.

Village of Yellow Springs, Ohio

By: 
Printed Name: Amelia Blankenship
Title: Village Solicitor

June 18, 2025

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made by and between the **MIAMI TOWNSHIP BOARD OF TRUSTEES**, the legislative authority of and for Miami Township, Greene County, Ohio ("Township"); and the **VILLAGE OF YELLOW SPRINGS, OHIO**, the legislative authority of and for the Village of Yellow Springs, Greene County, Ohio ("Village"); effective as of the date it becomes fully executed below ("Effective Date"), pursuant to Ohio Revised Code Section 709.192.

WHEREAS, the Township and Village are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Greene County, Ohio; and

WHEREAS, the Township and Village have cooperated in numerous matters in the past, including but not limited to cooperation in the development and provision of services to citizens and properties within the Township and the Village in order to foster and promote harmony and development within each of the parties' respective jurisdictional areas; and

WHEREAS, a certain landowner and developer have expressed a desire to pursue annexation of approximately 28.211 acres of property located in the Township contiguous to the Village, as more specifically identified in Exhibit A hereto ("Annexation Parcel"); and

WHEREAS, the annexation of the Annexation Parcel will, if successful, facilitate its orderly development of a residential development, to the mutual benefit of both parties; and

WHEREAS, the Annexation Parcel is further depicted on the map labeled "Annexation Parcel Map" attached and incorporated as Exhibit B, provided that in the event there is any discrepancy between Exhibits A and B, the specific tax parcel reference in Exhibit A shall prevail; and

WHEREAS, the Council of the Village of Yellow Springs met April 21, 2025, and adopted Resolution 2025-25 approving the terms of this Agreement, and authorizing the Village Manager to execute this Agreement on behalf of the Village; and

WHEREAS, the Township Trustees met March 24, 2025 and approved the terms of this Agreement.

NOW, THEREFORE, concerning the annexation of the 28.211 acres known as the Annexation Parcel, the Township and Village agree as follows:

ARTICLE I ANNEXATION AND LIMITATIONS

Section 1.1: Designation of the Annexation Parcel. This Agreement shall apply only to the annexation of the Annexation Parcel described in Exhibit A hereto. The perimeter boundary of the Annexation Parcel identified on Exhibit B is for reference purposes only.

Section 1.2: Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcel to the Village in accordance with the terms of this Agreement.

A. Procedure: The petitioners for the annexation of the Annexation Parcel to the Village shall file the annexation petition pursuant to and shall comply with the provisions of the 'Type 1' expedited annexation procedure as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcel shall also comply with the terms of this Agreement.

B. Scope of Petition: The agent for the annexation petitioner(s) shall process the annexation of the Annexation Parcel under one annexation petition which includes the entirety of the Annexation Parcel.

C. Cooperative Efforts: Upon the filing of any petition for the annexation of the Annexation Parcel to the Village in accordance with the terms of this Agreement, the Township and the Village shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Greene County, Ohio Board of Commissioners.

ARTICLE II ZONING, UTILITIES, AND SERVICES

Section 2.1: Village Responsibilities. With the exception of the services set forth in Section 2.3 below, upon completion of the annexation, as between the Township and the Village, the Village shall be responsible for all zoning, law enforcement, utilities, and other municipal services routinely provided by the Village for the Annexation Parcel. The Village shall be responsible for maintenance of Enon Road from the northern point of the Annexation Parcel to Dayton Yellow Springs Road. The Township shall have no further right, duty, or obligation with respect to any such matters as they pertain to the Annexation Parcel. The parties recognize and agree that the Village has or will enter into a separate development agreement with the landowner and/or developer.

Section 2.2: Township Responsibilities. The Village shall not exclude the Township from any portion of the Annexation Parcel by initiating a change to the Township boundaries under Ohio Revised Code Section 503.07, so the Annexation Parcel remains subject to the Township's real property taxes, with the sole exception of the Township's road and bridge millage which may only be levied in the unincorporated portion of the Township.

Section 2.3: Fire and EMS. The parties currently are both served by Miami Township Fire-Rescue. From and after the Effective Date of this Agreement the Annexation Parcel shall continue to be so served.

Section 2.4: Limitations. Nothing in this Agreement shall be construed as obligating either party to provide a particular service, level of service, or financial commitment. Such matters shall be left to the further mutual agreement of the parties if necessary.

ARTICLE III GENERAL PROVISIONS

Section 3.1: Support of Agreement. In the event that this Agreement, or any of its terms, conditions, or provisions, are challenged by any third party or parties in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 3.2: Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either party may reasonably request in order to effectuate the purposes of this Agreement.

Section 3.3: Mediation. In the event the parties have a dispute as to any of the terms of applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other party, then any of the parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the parties.

Section 3.4: Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 3.5: Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the parties by means of appropriate legislation authorizing such amendment passed by each of the parties.

Section 3.6: Immunities Preserved. By entering into this Agreement, none of the parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

Section 3.7: No Personal Liability. All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or

agreement of any present or future member, officer, agent or employee of any party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

Section 3.8: Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Revised Code.

Section 3.9: Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 3.10: Agreement. The parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 3.11: Liberal Construction. The parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the parties to enter into annexation agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Section 709.192 of the Ohio Revised Code.

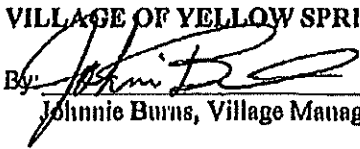
Section 3.12: Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 3.13: Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 3.14: Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Greene County, Ohio.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date identified below.

VILLAGE OF YELLOW SPRINGS

By: 
Johnnie Burns, Village Manager

Date: 5-29-2025

The undersigned Finance Director for the Village of Yellow Springs, Ohio certifies that the funds required to meet the financial obligations of the Village under this Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Michelle Robinson, Finance Director

Date: _____

MIAMI TOWNSHIP, GREENE COUNTY, OHIO

By: _____	By: _____
Marllan Mohr, Miami Township Trustee	Don Hollister, Miami Township Trustee

Date: _____	Date: _____
-------------	-------------

By: _____
Chris Mucher, Miami Township Trustee

Date: _____

APPROVED AS TO FORM:

By: _____	By: _____
Amella Blankenship, Village Solicitor, Village of Yellow Springs	Brian Gravunder, Greene County Assistant Prosecutor, as counsel for Miami Township

Date: _____	Date: _____
-------------	-------------

Village of Yellow Springs

 Village Manager

Date: 5-29-2025

The undersigned Finance Director for the Village of Yellow Springs, Ohio certifies that the funds required to meet the financial obligations of the Village under this Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Michelle Robinson, Finance Director

Date: _____

MIAMI TOWNSHIP, GREENE COUNTY, OHIO

By: Marilan Moir
Marilan Moir, Miami Township Trustee

Date: 3-24-25

By: Don Hollister
Don Hollister, Miami Township Trustee

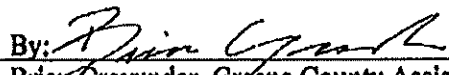
Date: 3-24-25

By: 
Chris Mucher, Miami Township Trustee

Date: 3-27-2025

APPROVED AS TO FORM:

By: _____
Amelia Blankenship, Village Solicitor,
Village of Yellow Springs

By: 
Brian Gravunder, Greene County Assistant
Prosecutor, as counsel for Miami Township

Date: _____

Date: 5/9/2025

Date: _____

The undersigned Finance Director for the Village of Yellow Springs, Ohio certifies that the funds required to meet the financial obligations of the Village under this Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Michelle Robinson
Michelle Robinson, Finance Director

Date: 04/24/2025

MIAMI TOWNSHIP, GREENE COUNTY, OHIO

By: Marilan Molr
Marilan Molr, Miami Township Trustee

Date: 3-24-25

By: Don Hollister
Don Hollister, Miami Township Trustee

Date: 3-24-25

By: Chris Mucher
Chris Mucher, Miami Township Trustee

Date: 3-27-2025

APPROVED AS TO FORM:

By: Amelia Blankenship
Amelia Blankenship, Village Solicitor,
Village of Yellow Springs

By: Brian Gravunder
Brian Gravunder, Greene County Assistant
Prosecutor, as counsel for Miami Township

Date: _____

Date: _____

Date: _____

The undersigned Finance Director for the Village of Yellow Springs, Ohio certifies that the funds required to meet the financial obligations of the Village under this Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: _____
Michelle Robinson, Finance Director

Date: _____

MIAMI TOWNSHIP, GREENE COUNTY, OHIO

By: Marilan Moir
Marilan Moir, Miami Township Trustee

Date: 3-24-25

By: Don Hollister
Don Hollister, Miami Township Trustee

Date: 3-24-25

By: Chris Mucher
Chris Mucher, Miami Township Trustee

Date: 3-27-2025

APPROVED AS TO FORM:

By: _____
Amelia Blankenship, Village Solicitor,
Village of Yellow Springs

By: Brian Gravunder
Brian Gravunder, Greene County Assistant
Prosecutor, as counsel for Miami Township

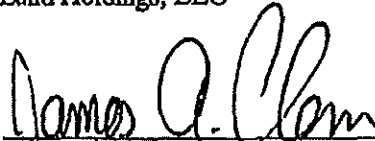
Date: _____ Date: 5/9/2025

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the annexation contemplated herein.

CF Land Holdings, LLC

By:


James A. Clem, Managing Member

By:


Mary L. Clem, Managing Member

Exhibit A

DESCRIPTION

28.324 Acres

Situated in Section 20, Town 4, Range 8 M.Re., Miami Township, Greene County, Ohio, being all of a Remainder 30.622-acre parcel of land conveyed to CF Land Holdings LLC by deed recorded in Deed Book 3232, Page 732, all deed references are of record in the Greene County, Ohio Recorder's Office, and being more particularly described as follows:

Commencing at a found 5/8" iron pin with "Cline & Sullen" cap at the northwest corner of Lot 74 of Spring Meadows of Yellow Springs Section 2, as recorded in Plat Cabinet 39, Page 375A-376B, said point also being the southwest corner of a 44.260 acre parcel conveyed to Village of Yellow Springs Ohio, as recorded in Deed Book 505, Page 679;

Thence along the west line of said Spring Meadows of Yellow Springs Section 2 and the west line of Spring Meadows of Yellow Springs Section 1 as recorded in Plat Cabinet, 39, Page 312A-314A, South 08°16'58" West, a distance of 703.16 feet to a set iron pin at the northeasterly corner of a 2.411 acre parcel of land conveyed to Global Signal Acquisitions IV, as recorded in Deed Book 3278, Page 677;

Thence along the northerly lines of said Global Signal Acquisitions IV LLC the following courses:

- North 85°07'57" West, a distance of 326.88 feet to a set iron pin;
- South 74°46'14" West, a distance of 437.49 feet to a found 5/8" iron pin with no cap;
- North 08°40'58" West, a distance of 89.88 feet to a found 5/8" iron pin with no cap;

Thence along said northerly line of Global Signal Acquisitions IV LLC and crossing the easterly right-of-way line of East Enon Road, South 74°46'14" West, a distance of 76.63 feet to a set mag nail in the easterly line of a 69.822 acre parcel conveyed to CF Land Holdings LLC, as recorded in Deed Book 3232, Page 732, said point being in the centerline of said East Enon Road;

Thence along said centerline of East Enon Road and easterly line of 69.822 acre CF Land Holdings LLC parcel, and the easterly line of a 3.128 acre parcel conveyed to CF Land Holdings LLC, as recorded in Deed Book 3232, Page 726, North 06°40'19" West, a distance of 1,385.00 feet to a set mag nail at the southwest corner of a 7.608 acre parcel conveyed to Richard D. and Kathy Sanders, as recorded in Deed Book 2077, Page 687;

Thence along the southerly line of said Richard D. and Kathy Sanders parcel, South 85°01'08" East, (passing for reference a 5/8" iron pin at a distance of 26.68 feet) a total distance of 1,093.79 feet to a found 5/8" iron pin with no cap in the west line of the aforementioned Village of Yellow Springs parcel;

Thence along said west line of Village of Yellow Springs parcel, South 04°11'10" West, a distance of 523.89 feet to the POINT OF BEGINNING;

Containing 28.324 acres of land, more or less.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above-described tract of land.

Bearings based on the U.S. State Plane Coordinate System, NAD83 (2011), GEOID16 (CONUS), Ohio South (3402), taken to ground at latitude N39°46'22.46587", longitude W83°54'09.81491", project height 913.104, with a ground scale factor of 1.000080707070702, derived from GPS observations to establish a bearing of South 05°16'58" West along the west line of Spring Meadows Section 1.

Error of Closure = 1:546848



CESO, Inc.

Sean T. Brooks, PS
Ohio Registered Surveyor No. 8828

Date

DESCRIPTION CHECK

Greene County Engineer's Tax Map Dept.

☒ Legally Sufficient As Described
☐ Legally Sufficient With Corrections Noted
☐ Legally Insufficient, New Survey Required

By: SYH Date: 4-15-2025
Per ID: Dist. PG PAR PAR

CESO



C:\Users\schonover\DC\ACCDOCS\CESO\CAP 5 Spring Meadows Annotation Description.docx
4/22/2025

LIST OF ADJOINING TRACTS, LOTS OR PARCELS PER OHIO REVISED CODE SECTION 709.02(D)

1. F16-0001-0006-0-0011-00
F16-0001-0006-0-0029-00

CF Land Holdings, LLC
4835 Springfield Xenia Road
Springfield, Ohio 45506
2. F16-0001-0006-0-0030-00

Richard D. & Kathy Sanders
4359 E. Enon Road
Yellow Springs, Ohio 45387
3. F16-0001-0006-0-0035-00

Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
4. F19-0001-0001-0-0081-00

Village of Yellow Springs Ohio
100 Dayton Street
Yellow Springs, Ohio 45387
5. F19-0001-0002-0-0245-00

Spring Meadows Project I, LLC
10100 Innovation Drive, Suite 410
Miamisburg, Ohio 45342
6. F19-0001-0002-0-0216-00

Melissa Mirenda
152 Kenneth Hamilton Way
Yellow Springs, Ohio 45387

7. F19-0001-0002-0-0215-00

Mark B. Kocur
150 Kenneth Hamilton Way
Yellow Springs, Ohio 45387
8. F19-0001-0002-0-0246-00
F19-0001-0002-0-0249-00

Fischer Single Family Homes IV, LLC
3940 Olympic Drive, Suite 400
Erlanger, Kentucky 41018
9. F19-0001-0002-0-0213-00

Jacqueline Vernot
146 Kenneth Hamilton Way
Yellow Springs, Ohio 45387
10. F19-0001-0002-0-0212-00

Clark Jarnagin & Alexa Murrietta
144 Kenneth Hamilton Way
Yellow Springs, Ohio 45387
11. F19-0001-0002-0-0211-00

Ryan Gallimore & Neo Mosoeunyane
142 Kenneth Hamilton Way
Yellow Springs, Ohio 45387
12. F19-0001-0002-0-0210-00

Marnie F. Watson, Trustee of the Marnie F.
Watson 2024 Trust dated June 26, 2024
140 Kenneth Hamilton Way
Yellow Springs, Ohio 45387-1767
13. F19-0001-0002-0-0209-00

Michael J. Carney & Leigh Carney
138 Kenneth Hamilton Way
Yellow Springs, Ohio 45387

14. F19-0001-0002-0-0214-00

Laura & Lowell Ethan Hamilton
148 Kenneth Hamilton Way
Yellow Spring, Ohio 45387