

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2025-25**

**AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ANNEXATION AGREEMENT
WITH MIAMI TOWNSHIP**

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

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

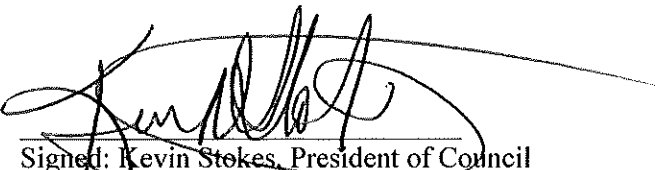
WHEREAS, the 28.211-acre parcel will be annexed using the "Expedited Type 1" process pursuant to Ohio Revised Code Section 709.022, which provides that the legislative authorities of the Village and Township may enter into an annexation agreement under R.C. 709.192 outlining conditions for annexation upon consent of all property owners; and

WHEREAS, the annexation agreement between the Village and Miami Township is attached hereto as Exhibit B;

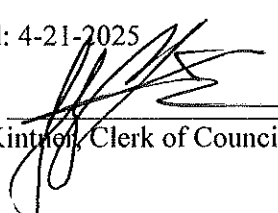
**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

Section I. The Village Manager is authorized to execute, on behalf of the Village, the Annexation Agreement with Miami Township incorporated herein as Exhibit B and is authorized to negotiate, on behalf of the Village, a subdivision or development agreement with developer subject to final Council approval.

Section II. This Resolution shall be in full force and effect immediately upon adoption.


Signed: Kevin Stokes, President of Council

Passed: 4-21-2025

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL:

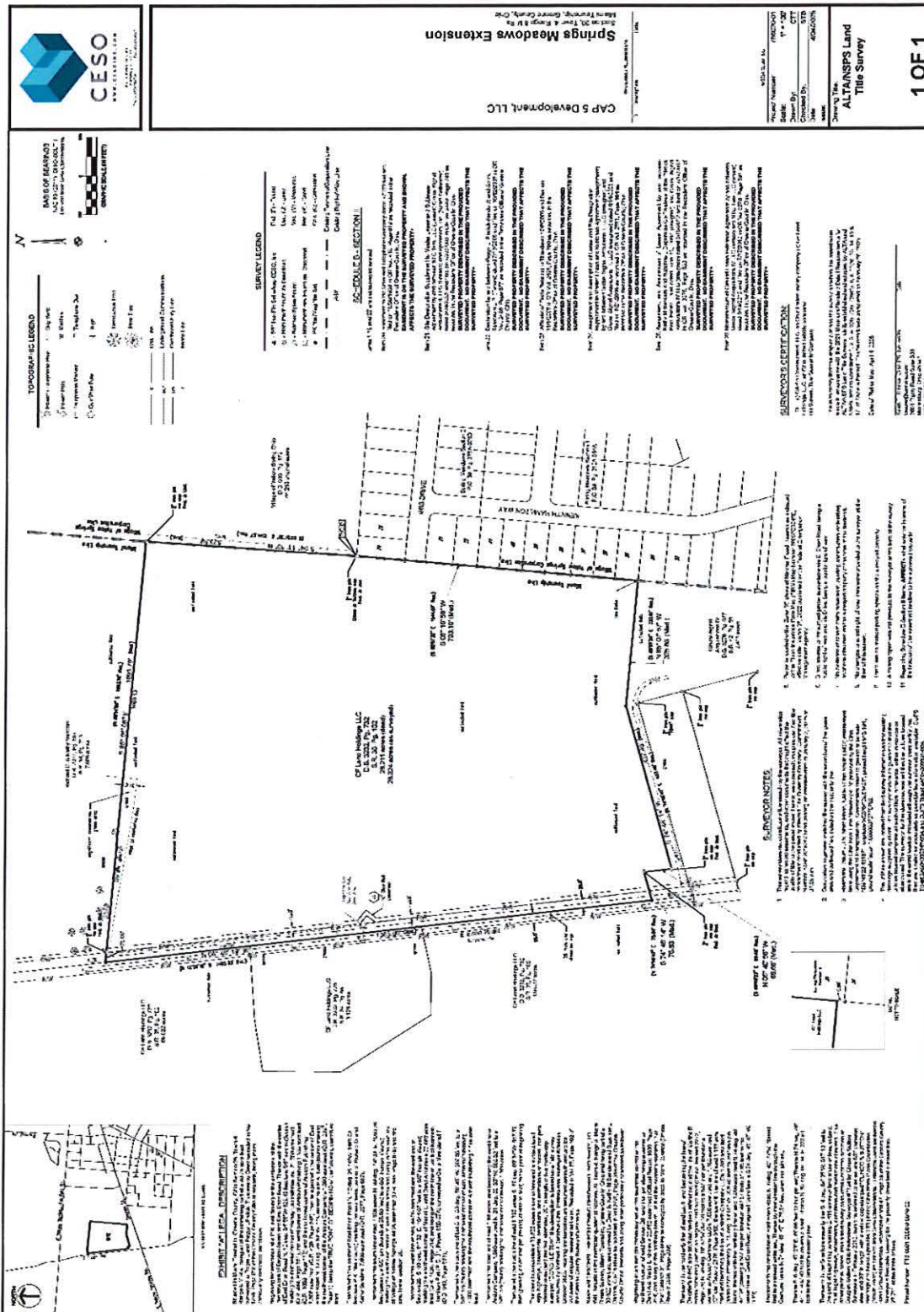
Kevin Stokes __Y__

Gavin DeVore Leonard __ABSENT__

Brian Housh __Y__

Carmen Brown __ABSENT__

Trish Gustafson __Y__



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 _____, 2025, and adopted Resolution _____ 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 _____, 2025 and passed Resolution No. _____, approving 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: _____

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: _____
Marilan Moir, Miami Township Trustee	Don Hollister, Miami Township Trustee

Date: _____	Date: _____
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By: _____
Chris Mucher, Miami Township Trustee

Date: _____

APPROVED AS TO FORM:

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

Date: _____	Date: _____
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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.

CAP 5 Development

By: _____

Authorized Representative

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Signed: Kevin Stokes, President of Council

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Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Kevin Stokes __Y__

Gavin DeVore Leonard __ABSENT__

Brian Housh __Y__

Carmen Brown __Y__

Trish Gustafson __Y__