

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between the City of Zanesville, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio (hereinafter the "City"), and Hartman Land Holdings LTD (hereinafter the "Landowner"), under the circumstances summarized in the following recitals.

RECITALS:

WHEREAS, Landowner owns approximately 4.49 acres (+/-) of land located at Rehl Road, Muskingum County Tax Parcel number 62-12-01-01-001, which land is depicted on Exhibit A (and referred to herein as the "Property"), which is located out of the corporation limits of the City; and

WHEREAS, the parties recognize that it is the policy of the City of Zanesville that it will only extend water services outside the City limits if the property owner agrees to file a petition for annexation with the Muskingum County Commissioners at such a time as requested by the City of Zanesville; and

WHEREAS, the City has, by Ordinance No. 18 - _____, a copy of which is attached hereto and made a part hereof, authorized the proper City official to negotiate for and enter into an agreement to provide water services for the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. The Landowner is hereby permitted to make one residential connection to the City of Zanesville's water system, as an "outside" City customer.
2. Landowner agrees to pay all costs associated with the construction of the connection to the City's water system, including tapping charges, if any.
3. It is the responsibility of the Landowner, his successors or assigns, upon letter of notification by the City to file petition with the County Commissioners for full annexation of said property, within the timeframe specified by the City. Landowner agree to bear all costs associated with the annexation application proceedings.
4. It is the intent of this provision of the agreement that the City is agreeing to provide water service to the referenced lot at Rehl Road, Zanesville, Ohio, Muskingum County Tax Parcel number 62-12-01-01-001 on these conditions and that this agreement runs with the land and is binding on any successors in title to the property. Description of said property is situated in the County of Muskingum, State of Ohio, and Springfield Township, bounded and described as follows:

DEED REFERENCE: Volume 2764, Page 253 AUDITOR' S PARCEL NUMBERS: 62-12-01-01-001.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2018.

CITY OF ZANESVILLE, OHIO

By: _____

Printed: Jay D. Bennett

Title: Public Service & Community Development Director

LANDOWNER

By: _____

Printed: Beau Hartman, Hartman Land Holdings LTD

Title: Owner

STATE OF OHIO, COUNTY OF MUSKINGUM, SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Beau Hartman, sole member of Hartman Land Holdings LTD, who acknowledged that they did sign the foregoing agreement and that the same is their free act and deed in such capacity.

IN TESTIMONY HEREOF, I have hereunto set my hand and seal in Muskingum County, OH, this ____ day of _____, 2018.

Notary Public

Approved As To Form

DAVID TARBERT,
City Law Director