

This is a "Regular" annexation filed pursuant to R.C. 709.02. Regular annexations only require that a simple majority of the owners sign the Petition.

The standard to be followed and the six factors to be considered by the Board when determining whether or not to grant an annexation petition are provided in R.C. 709.033. Of the six factors, the Board may only exercise discretion in two of the factors:

1. On balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted.
2. The territory to be annexed cannot be unreasonably large.

The Board must determine whether the general good of the territory sought to be annexed will be served. The Board's determination of good or detriment is strictly limited to the territory to be annexed and the surrounding one-half mile. The general good includes both the desires of the property owners and ability of the municipality to provide adequate services to the annexed territory.

As required by R.C. 709.03(D), the Williamsburg Village Council adopted a Service Ordinance indicating what services the Village will be providing to the property owners upon annexation including most importantly and crucially, sanitary sewers. The Village has an Ordinance that forbids the extension of the village's sewer system to property outside the Village corporation limits. Five of the eight

owners have signed affidavits indicating their desire to be annexed chiefly so that they can access the Village's sewage system which they will not be able to do if the annexation is not granted. Upon annexation, the Village's sanitary sewage system will be accessible by all the annexed owners even the Tarvins who have asked that their names be removed from the Petition. All the signers of the Petition, including the Tarvins, signed Pre Annexation Agreements whereby the property owners are contractually bound to seek annexation of their property to the Village and the Village is contractually bound to extend the Village's sewer system to the owners.

Regarding the unreasonably large consideration.

Our Court of Appeals in *Deerfield Township Board of Trustees v. Bayshore*, set forth the following three factors to consider when determining whether an annexation is unreasonably large:

1. the geographic character, shape, and size of the territory to be annexed; and,
2. the ability of the municipality to provide the necessary municipal services; and,
3. the effect on the remaining township property if the annexation is permitted.

The property to be annexed shares the same geographic character of the Village. The shape is not unusual. If size alone were the determinative factor, 12 acres would clearly not be considered unreasonably large. However, the determination of whether an annexation is unreasonably large is not based solely on the size of the territory to be annexed. Even a relatively small annexation such as the one here could be considered unreasonably large if the

annexing municipality was not able to show that it could adequately service the territory upon annexation. Again, as I have previously indicated, that clearly is not the case here.

Even if the annexation is small in size, as is the case here, and the municipality can adequately service the territory, as is the case here, the annexation could still be said to be unreasonably large if the reduction in township tax revenue caused by the annexation is so staggering as to threaten the township's ability to continue to function as a viable entity. Once again, that clearly is not the case here. The loss of twelve acres will have absolutely no negative impact on the township. In fact, the Township will benefit since it will no longer be responsible for providing services to the property.

It is clear that the Village of Williamsburg can more than adequately service the territory upon annexation and that the annexation will not have any adverse impact on the area to be annexed, the surrounding one-half mile, or the remaining Township.

In 1998, the Supreme Court in *City of Middletown v. McGee* restated the long-standing policy in Ohio that annexation by municipalities of adjacent territory is to be encouraged. Despite decades of intense pressure on the Ohio legislature by Ohio townships, the legislature has taken no action to change or reverse this policy.

This annexation is fully in keeping with the spirit and intent of that policy encouraging annexation and I respectfully request the Board to grant the Petition for Annexation.

PRE ANNEXATION AGREEMENT

WHEREAS, Carl and Delores Tarvin are the sole fee simple owners of approximately 1.06 acres of real property located in Williamsburg Township which property is contiguous to the Village of Williamsburg and being Parcel numbers 523509H055D and 5235409H057B; and,

WHEREAS, Carl and Delores Tarvin, are desirous of petitioning the Village of Williamsburg to annex their said real property to the Village of Williamsburg; and,

WHEREAS, the Village of Williamsburg is desirous of accepting the annexation of the property into the Village; and,

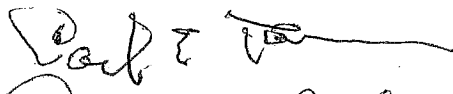
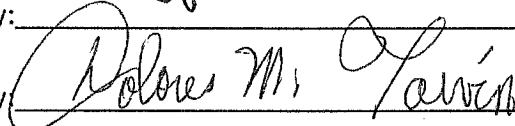
WHEREAS, part of the reason that Carl and Delores Tarvin desires to annex into the Village is to avail itself of all the services currently provided to existing Williamsburg Village residents including police protection, zoning and planning administration, and connection to the Village sewer system;

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

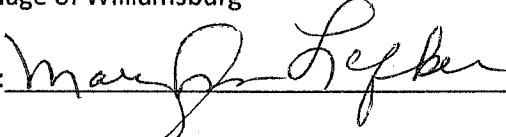
1. Carl and Delores Tarvin agree that they will sign a Petition for Annexation to the Village of Williamsburg as soon as it is presented to them for signature. Carl and Delores Tarvin agree that they shall diligently and in good faith pursue such annexation to its successful conclusion and completely and fully cooperate with the Village of Williamsburg regarding all aspects of the annexation including the signing of any and all necessary documents.
2. Carl and Delores Tarvin understand that the property annexed shall retain its' s current Williamsburg Township zoning designation unless and until such time as it is changed to the applicable Village of Williamsburg zoning designation pursuant to Ordinance duly passed by Village Council. Carl and Delores Tarvin understand that they shall not be entitled or permitted to apply for a "Heavy Industry" designation or classification.
3. The Village shall assume and pay all surveying fees and costs, the County filing fee, the County recording costs, and any professionals retained by it. Carl and Delores Tarvin shall be solely responsible for the payment of any professionals retained by them.
4. Upon the successful annexation of its property to the Village and connection to the Village's sewer system, Carl and Delores Tarvin shall comply with all sanitary rules and regulations of the Village, including the payment of all applicable sanitary user fees and charges.
5. Carl and Delores Tarvin understand that connection to the Village sewer system is contingent on the annexation being approved by the Clermont County Commissioners and acceptance by the Williamsburg Village Council. Carl and Delores Tarvin understand that they shall not be permitted to connect to the Village sewer system should the Commissioners refuse, for any reason, to approve the annexation, or should Village Council refuse, for any reason, to accept the annexation.

6. Should the annexation be denied for any reason due to Carl or Delores Tarvin's failure to diligently and in good faith pursue the annexation to its successful conclusion or their failure to cooperate fully in all aspects of the annexation, or should it seek to withdraw from the annexation, Carl and Delores Tarvin shall reimburse the Village for all costs and fees incurred by the Village associated with the annexation, including surveying fees and the County filing fee.
7. Should the Petition for Annexation be approved by the Clermont County Commissioners but not accepted by the Village Council, the Village shall reimburse Carl and Delores Tarvin for all costs and fees incurred by them associated with the annexation.
8. The parties acknowledge and understand that although this Agreement was prepared by Michael Minniear, Attorney at Law, it is the result of negotiations by and between the parties and terms and conditions contained herein shall not be strictly construed against either party.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties agree that any action, suit, or proceeding in respect of or arising out of this Agreement, its validity or performance, shall be initiated and prosecuted in Clermont County, Ohio.

This Agreement shall be in full force and effect on the date last signed by a party.

By:  Date: 1-4-19
By:  Date: 1-4-19

Village of Williamsburg

By:  Date: 1-4-19



Clermont County Public Health

Prevent. Promote. Protect.

January 5, 2016

Re: Sewer Extension for the Village of Williamsburg

To Whom It May Concern:

The Clermont County General Health District has worked with the Village of Williamsburg's administration by assessing the onsite septic systems in the proposed sewer extension area of St. Rt. 133 north of the village. Even though only one system is currently failing, 33% have had a problem of some kind in the past. As these systems age it is reasonable to expect them to develop further problems. Additionally, many of the systems are on small lots making replacement of a failing system difficult and expensive.

Due to these issues it is Clermont County Public Health's opinion that extending sewers to this area would be a great benefit to the homeowners. If you have any questions, please contact me.

Sincerely,

Robert Wildey, RS
Director of Water and Waste
Clermont County General Health District