County Commissioners Office
Auglaize County, Ohio
June 11, 2020

NO	#20-227
NO	#20-221

IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST #1 FROM BEN'S CONSTRUCTION FOR THE 2020 RESIDENTIAL DEMOLITION – 307 E. HIGH STREET CRIDERSVILLE, OHIO PROJECT FOR THE VILLAGE OF CRIDERSVILLE, USING PY 2019 CDBG ALLOCATION PROGRAM FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Specce

moved the adoption of the following:

RESOLUTION

- WHEREAS, on March 5, 2020, Resolution #20-109, the Board of County Commissioners awarded the bid for the PY 2019 CDBG Allocation Program project for the Village of Cridserville 2020 Residential Demolition 307 E High Street, Cridersville, Ohio Project to Ben's Construction at the cost of \$7,400.00; and,
- WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$7,400.00 from Ben's Construction for the Village of Cridersville 2020 Residential Demolition 307 E. High Street Cridersville, Ohio Project.
- **THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$7,400.00, and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Request #1 from Ben's Construction with the CDBG Grant amount of \$7,400.00.

Commissioner seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

John N. Bergman

Douglas A. Spencer

Don Regula

cq:/Poggemeyer Design Group

✓Ben's Construction

Village of Cridersville

County Commissioners Office
Auglaize County, Ohio
June 11, 2020

NO.	#20-228	

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th of June, 2020.

Commissioner Commissioner

moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

Board of Elections Fund:

Amount: From: To:

\$7,500.00 001.0301.530600 (Contract Services) 001.0301.530300 (Supplies)

Handgun License Fund:

Amount: From: To:

\$3,000.00 020.0020.530400 (Equipment) 020.0020.530600 (Contract Services)

Child Support Enforcement Agency Fund:

Amount: From: To:

\$5,000.00 096.0096.510200 (Salaries) 096.0096.535000 (Unemployment)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

Commissioner seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

Douglas A. Spencer

cc. County Auditor

✓Board of Elections

Sheriff

JFS Interim Director

County Commissioners (Office
Auglaize County, Ohio	
June 11, 2020	

IN THE MATTER OF RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE COUNTY OHIO JUVENILE COURT BY AND THROUGH THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND AUGLAIZE COUNTY EDUCATIONAL SERVICE CENTER (ESC) FOR THE CREDIT RECOVERY PROGRAM ATTENDING THE OPPORTUNITY FOR YOUTH PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

moved the adoption of the following: Commissioner (

RESOLUTION

- WHEREAS, Auglaize County Juvenile Court Judge Mark Spees has presented a Memorandum of Understanding (MOU) between the Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Auglaize County Educational Service Center (ESC) to transfer of funds for student instructional and social services; and,
- WHEREAS, the Auglaize County Ohio Juvenile Court agrees to pay the Auglaize County Educational Service Center the sum of \$48,000 made in two payments, one being on or before March 1, 2020 and the second payment on or before June 30, 2020. This fee will cover a credit recovery program for youth on probation who are attending the Opportunity for Youth. Judge Spees approves and recommends that the Board of Auglaize County Commissioners approve and execute said Memorandum of Understanding.
- THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the Memorandum of Understanding (MOU) between Auglaize County Ohio Juvenile Court by and through the Auglaize County Board of Commissioners and the Auglaize County Educational Service Center for the above stated program.

Commissioner Keaul A seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

cc: Juvenile Judge Mark Spees Auglaize County ESC

County Commissioners Office
Auglaize County, Ohio
June 11, 2020

NO.	#20-230

IN THE MATTER OF AUTHORIZING THE	COUNTY AUDITOR TO DRAW WARRANTS FOR THEN A	AND
NOW CERTIFICATE PAYMENTS.		

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner _____ moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

Check #	Amount	<u>Vendor</u>
444034	\$3,600.00	Arborchem Products
444055	\$3,831.45	NCIC
444097	\$2,100.00	Auglaize County Treasurer

Commissioner seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 11th day June, 2020

cc: County Auditor

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

2 Dec/moto S

Don Regula

IN THE MATTER OF AMENDING	THE ANNUAL APPROPRIATION	AS REQUESTED BY T	HE AUGLAIZE
COUNTY ADMINISTRATOR.		_	

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of June, 2020.

Commissioner Specce

moved the adoption of the following:

RESOLUTION

- WHEREAS, under date of January 2, 2020, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2020 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,
- WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA 17-2015 Rehab Utl/Drng Fund (087) by \$9,082.00; and,
- **WHEREAS**, Auglaize County Administrator requested that the Board amend the 2020 Annual Appropriation to reflect the following increase:

Increase 087.0087.531000 (Administration) by \$1,000.00; Increase 087.0087.530601 (Planning) by \$8,082.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2020 Annual Appropriation Resolution be amended to show the change as tabulated above.

Commissioner seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

John N. Bergman

Douglas A. Spencer

Don Regula

ec: County Auditor

✓ County Administrator

County Commissioners Office
Auglaize County, Ohio
June 11, 2020

NO.	#20-232	

IN THE MATTER OF ACCEPTING THE SETTLEMENT AGREEMENT, AS IT PERTAINS TO THE APPEAL ON THE SPALLINGER DITCH PROJECT, BETWEEN ELFIE PROPERTIES, LLC AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS OF AUGLAIZE COUNTY, OHIO AND **AUTHORIZING** THE **EXECUTION** OF SAID SETTLEMENT AGREEMENT. *******************************

The Board of Auglaize County Commissioners met in regular session on the 11th day of June, 2020.

moved the adoption of the following:

RESOLUTION

- WHEREAS, on July 18, 2019, in the office of the Auglaize County Clerk of Courts, a Notice of Appeal was filed in the matter of the Appeal of the Spallinger Single County Ditch as petitioned by Scott Spallinger and Sharon Helmlinger; and,
- WHEREAS, said Appeal of the Spallinger Single County Ditch Petition, Auglaize County Court of Common Pleas, Case No. 2019 CV 0079 was filed by Elfie Properties, LLC through its counsel Taryn A. Douglas; and,
- WHEREAS, the parties involved now wish to settle and have agreed to settle and compromise all matters involved in disputes and differences, including the Appeal and any and all other existing or potential claims that Elfie Properties, Inc. have existing prior to and through this date relating to, arising out of, or otherwise pertaining to the Spallinger Ditch; and,
- WHEREAS, a "Settlement Agreement" between Elfie Properties, LLC, the City of Wapakoneta, the Auglaize County Engineer and the Auglaize County Board of Commissioners, Auglaize County, Ohio has been drafted, reviewed and approved by all parties involved; and,
- WHEREAS, said "Settlement Agreement" has been executed by Elfie Properties LLC and the County Engineer and has now been presented to the Board of County Commissioners for its execution.
- THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the "Settlement Agreement" as presented for the Appeal of the Spallinger Single County Ditch Petition, Auglaize County Court of Common Pleas, and Case No. 2019 CV 0079 and the Third District Court of Appeals Case No. 02 2019 0010, and,
- BE IT FURTHER RESOLVED that said Board does authorize the President of the Board of Auglaize County Commissioners, John N. Bergman, to execute, on its behalf, the "Settlement Agreement" as submitted; and,
- BE IT FURTHER RESOLVED that a copy of the "Settlement Agreement" to be hereto attached and thus become a part of this resolution.

seconded the Resolution and upon the roll being called, the vote Commissioner resulted in the adoption of the resolution as follows:

Adopted this 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS AUGLAIZE COUNTY, OHIO

Douglas A. Spence

Don Regula

ce: County Engineer ✓ County Prosecuting Attorney

Jauert & Burton, LLP

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release ("Agreement"), effective as of _______, 2020, is entered into by and between Elfie Properties LLC (hereinafter "Elfie"); the City of Wapakoneta (hereinafter the "City"); the Auglaize County Engineer ("Engineer") and the Auglaize County Commissioners ("Commissioners"), (hereinafter collectively the "County"); and Scott A. Spallinger, (hereinafter "Spallinger") (collectively referred to as the "Parties").

WHEREAS, on October 18, 2018, Spallinger filed a ditch petition with the County to install a new subsurface drainage pipe in the area of Ramga Road and Glynwood Road in Section 25, Moulton Township, Auglaize County, Ohio, (the "Petition");

WHEREAS, on June 27, 2019 the final hearing on the Petition before the Commissioners took place and was verbally approved over Elfie's, as owner of 19 of the 38 parcels in the watershed known as the Rolling Acres Estates ("Rolling Acres"), objections, on the grounds it was not a necessity;

WHEREAS, on July 2, 2019 the Commissioners met and formally approved the Petition via Resolution No. 19-278 ("Resolution");

WHEREAS, after the passage of the Resolution, Elfie appealed the matter to the Auglaize County Common Pleas Court, and the Third District Court of Appeals, Auglaize County Common Pleas Case No. 2019 CV 0079 and the Third District Court of Appeals Case No. 02 2019 0010, (the "Litigation"); and

WHEREAS, the Parties desire to resolve the Litigation in full and go forward with the Spallinger Ditch Project as requested in the Petition, excepted as modified by this Agreement (the "Project").

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby agree as follows:

1. ACTIONS BY ELFIE

In consideration for the agreements of the County, the City, and Spallinger contained herein and for other good and valuable consideration, Elfie hereby covenants and agrees to perform the following actions:

- A. Dismiss the Litigation with prejudice and forego any right of appeal to the Supreme Court of Ohio related to the Petition and Project;
- B. Subject to selling the lots that comprise the pond, maintain the pond within the Rolling Acres subdivision ("Pond") as outlined in the Plat recorded on September 12, 2018 at Cabinet D, Pages 354-356 with the Auglaize County Recorder ("Plat") attached as

Exhibit "A," and as shown in the Rolling Acres storm drainage plan on record with the City and County ("Plan"), with the subject drawing attached as Exhibit "B," including the hydraulics and outfall of the Pond as they exist as of the date of this Agreement; and

C. Elfie shall pay its assessment related to the Project after relative credits related to the Plan, as more fully explained below in Section 2.

2. ACTIONS BY THE COUNTY

In consideration for the agreements of Elfie, the City, and Spallinger contained herein and for other good and valuable consideration, the County hereby covenants and agrees to perform the following actions:

- A. The County shall bid the Project using a 15-inch diameter outlet tile ("Bid 1");
- B. The County shall recalculate the initial Project assessment using the 15-inch diameter outlet tile cost under Bid 1, which, for demonstrative purposes, shall yield a total savings of \$17,095.60 directly to Elfie for its portion of the assessment, for an overall assessment to Elfie of \$12,498.83. This methodology of calculating Elfie's assessment is shown in the spreadsheet attached hereto as Exhibit "C," but the actual assessments and figures may vary based upon the final selected bid;
- C. The County shall recertify the new calculation for the Project; and
- D. Should Spallinger elect to undertake the expense for an upsized outlet tile, the County will, in addition to Bid 1, bid the Project separately using the upsized outlet tile ("Bid 2").

3. ACTIONS BY THE CITY

In consideration for the agreements of Elfie, the County, and Spallinger contained herein and for other good and valuable consideration, the City hereby covenants and agrees to perform the following actions:

A. The City shall certify the Pond was constructed according to the Plan, as outlined in the attached Exhibit "D."

4. ACTIONS BY SPALLINGER

In consideration for the agreements of Elfie, the County, and the City contained herein and for other good and valuable consideration, Spallinger hereby covenants and agrees to perform the following actions:

A. Spallinger shall agree to the use of a 15-inch diameter outlet tile for the Project and agrees that assessments will be allocated using Bid 1. If Spallinger agrees to undertake the entire additional expense of the use of an increased size diameter outlet tile for the

Project, Elfie, and all other lot owners will be assessed based upon Bid 1. The cost difference between Bid 1 and Bid 2 will be assessed directly to Spallinger for the upsized tile.

5. NO ADMISSIONS

The Parties hereto explicitly agree that by entering into this Agreement, none of the Parties are admitting, nor shall any Party be deemed to have admitted, any of the claims or counterclaims that were or could have been asserted throughout the Litigation among the Parties related to the matters described herein.

6. COMPLETION OF THE PROJECT

The County shall proceed with the bidding process pursuant to Ohio Revised Code Chapter 6131. et. seq. and this Agreement as soon as the Agreement is fully executed in order to go forward with the Project pursuant to the specifications outlined herein. Elfie shall be assessed on its tax bills over the span of 8 years, as outlined in Sections 1 and 2 above, upon completion of the Project.

7. SUCCESSORS

All terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, successors, owners, officers, agents, and assigns of the Parties hereto. Any purchasers or future property owners of the Rolling Acres Estates parcels are bound by the terms herein and the covenants contained in the Plat, as reflected in Exhibit "A," specifically said parcels adjacent to the Pond and outfall, including Lots 1, 2, 3, 4, 6, 7, and 8 of the Rolling Acres subdivision.

8. COMPLETION OF THIS AGREEMENT

The Parties agree and shall in good faith attempt to complete all duties and obligations to be performed pursuant to this Agreement as soon as reasonably possible. Once all Parties have signed and acknowledged this Agreement the necessary dismissal entry shall be filed by Elfie a copy of which is attached hereto as Exhibit "E."

9. ATTORNEY FEES

All Parties shall pay their own attorney fees related to the negotiation of this Agreement and the matters outlined herein.

10. ENTIRE AGREEMENT

The Parties understand, covenant, and agree the foregoing constitutes their entire Settlement Agreement and there exist no other agreements, oral or written, between the Parties, relating to any matter covered by this Agreement.

11. **COUNTERPARTS**

This Agreement may be signed and acknowledged in counterparts, each of which shall function as an original. The Parties agree that email and facsimile signatures shall serve the same as an original signature on this Agreement.

12. **ACKNOWLEDGMENT**

The undersigned acknowledge they have carefully read this Agreement, they are satisfied with all of its terms, they have had adequate time to review and consider this Agreement and to consult with their legal counsel and governmental entities with respect thereto, they have entered into this Agreement voluntarily and of their own free will, and they have authority to sign this Agreement and agree to all of the provisions contained herein.

Auglaize County Commissioners

Elfie Properties LLC	Auglaize County Commissioners
By: David Schlenker, Member Date:	By: John N Bergmo Date: June 11, 2020
City of Wapakoneta	Auglaize County Engineer
By:	By Coyler Pato, P.E. P.S.
Date:	Date: June 10, 2020
By:	
Scott A. Spallinger	
_	
Date: s:\schlenker, david\ditch petition\2020-05-29 settlement agreement and rel	lease.docx

11. COUNTERPARTS

This Agreement may be signed and acknowledged in counterparts, each of which shall function as an original. The Parties agree that email and facsimile signatures shall serve the same as an original signature on this Agreement.

12. ACKNOWLEDGMENT

The undersigned acknowledge they have carefully read this Agreement, they are satisfied with all of its terms, they have had adequate time to review and consider this Agreement and to consult with their legal counsel and governmental entities with respect thereto, they have entered into this Agreement voluntarily and of their own free will, and they have authority to sign this Agreement and agree to all of the provisions contained herein.

Date:	Elfie Properties LLC	Auglaize County Commissioners
By:	David Schlenker, Member	By: Date:
Date: By: Scott A. Spallinger Date:	City of Wapakoneta	Auglaize County Engineer
By:		By:
Scott A. Spallinger Date:	Date:	Date:
Scott A. Spallinger Date:		
Date:		

Rolling Acres Estates

formerly part of Moulton Township, Part of Northeast Quarter, Section 25, T-5-S, R-5-E,

formerly part of Duchouquet Township, Plus Part of Northwest Quarter, Section 30, T-5-S, R-6-E,

Glynwood Road (50') N 00'41'29"E 802.80 363.00 414.02 LOT 8 52,387 st LOT 1 63,573 sf 173.65 CURVE DATA N 0112'07"8 347.62 N 03'34'09"E 386.49' 295.00' S 83.45°23″€ POND The San San Stone 148.00 60' Setboch Line now part of the City of Wapakoneta, LOT 2 69,536 st David John Craft (DV.229, P.353) N 01'12'07"E 332.32' 230.00' \$ 123.52 \$ 23.52 \$ 050510° W \$60.78 LOT 6 44,674 st 148.00 LOT 3 58,425 sf 173.00° S 810159 E 3 18 87 LOT 5 32,686 af Auglaize County, Ohio Total≃20.279 Acres S 7508.32 E W 1777 N 0112'07"E 6.78" Constance S. Schule (ORV.118, P.477) Ramga Road (40')[E 228.05 S 74.53.47'E 10 VIII. 174.66 ③ S 88'44'04"E ntersection of Centerines Oustowe S. & Deborah J. Winitzer (ORV.27, P.575) now part of the City of Wapakoneta, (3) ip'uu. Ease. Monument Box over found stone at Southeast Corner of Northeast Overter Section 25, T-5-5, R-5-E Custave & Debarch Wintzer (ORV.27, P.575) LOT 20 31,127 sf IN DI LOT 9 34,911 sf (8) 9 N 0112'07"E 197.17" 78.91 CURVE # 1 150.00 LOT 19 32,919 sf H,339 sf This drawing is based on surveying work performed by kohii & Koliher Associates, Inc., under the supervision of Michael G. Buettner (Registered Surveyor No. 6881) through August 20, 2018. N 01'12'07"E 234.96' N 0172'07"E 212.56' 150.00 16 399 st LOT 11 26,547 sf CURVE #2 E. (10. 15.) (100 800) (10. 10.) 2 Denise M. Wintzer (ORV.351, P.651) SCALE IN FEET N 01"12"07"E 241.56" North Timothy D. & Tyro L. Meyer (ORV:649, P.938) (i.e.) 144.00 150.00° 1031.54° 1051.54° N 89°39°17°W LOT 17 33,734 sf LOT 12 23,897 sf ĕ N 01'12'07" 205.54 Selbad Line LOT 13 26,322 st Glynwood Road (60') with compa place (Fee Not 2) 3/4 do. by 3/5/100g place (Fee Note #2)

(mappelle spike mappelle on completion of street construction)

5/8 dia. Incent place (round)

0 1 dia. Incent place (round)

6 concrete manument (found)

6 controod spike (found)

6 cotton gin spike (found) ELFE PROFERMES, LLC, CLAMSTITLE IY, AN INSTRUMENT RECORDED AN COPALL RECORDS VICULINE 649, ROLE 588, AND IS DESCRIBED IN TWO TRACTIS:

"TRACT" I COMPANIES USE AND EASO DE ALSO NEURINA AS PARCEL ID NO. BETSTCOMOJO.
"TRACT." C COMPANIES USES ANCES AND IS A COMBINATION OF PARCEL ID NO. SEXTRUMENT ANCES AND IS A COMBINATION OF PARCEL ID NO. SEXTRUMENT AND IS A COMBINATION OF PARCEL OWNERSHIP INFORMATION LEGEND 3. ALL PROPERTY CORNERS, POINTS OF CURVE, POINTS OF TANGENCY AND INTERSECTIONS AS SHOWN HEREON SHALL BE PLACED WITHIN 30 DAYS AFTER COMPLETION OF STREET CONSTRUCTION. Storn Some Ecoment A =5 3730'54'E 73.47' B =4 5279'05'E, 20.00' C =4 3327'51'E, 27.44' THE LENGTH OF CRIMSON COURT IS 782.76 FEET. THE DEVELOPMENT AREAS ARE TO BE ZONED R-1 276.54 L BE NECESSARY TO ESTABLISH AN EASEMENT DANDARTE THE SANITARY SEWER WHICH CROSSES IT HAREST CONNER OF THE SCHULER PROPERTY, DAIS WILL BE 31' x 70' x 74.39. Charles and Sign LOT 14 48,752 sf August 20, 2018
Plat Prepared By:
KOHU & KALIHER AS
2244 Boton Rauge /
Limo, Ohio 45805
419-227-1135 S 7502'27'E Ronnie L. & Vickie L. Groves (ORV.657, P.1429)

John & Carla Downey (ORV.462, P.2478)

Scott & Koy L. Spallinger (GRV.663, P.756)

NOTES

4. A FIVE (5) FOOT EASEMENT ALONG EACH SIDE OF INTEROR, LOT LINES SHALL BE AVAILABLE FOR THE EXCLLISIVE USE OF THE CITY OF WAPAKONETA FOR UTILITY PURPOSES.

2. ALL EASEMENTS ALONG THE PERIMÉTER OF THE SUBDIVISION ARE EIGHT (8) FEET WIDE UNLESS DTHERWISE INDICATED. ALL EASEMENTS ALONG STREET RIGHT-OF-WAY ARE EITHER TEN (10) FEET OR FIFTER (15) IN WOOTH.

Cab. D page 3541-356

201800004705
Filed For Record in
AUGLATZE COUNTY, DHID
CHRISTINA LAMBERT, RECORDER
09-12-2018 AB 12:19 ba PLAT

Plat Prepared For: ELFIE PROPER 404 Hamilte Wapakoneta 419-738tabbles' **EXHIBIT**

ASSOCIATES, INC.

Michael C. Buettner, R.S. No. 6881

Michael &.

hieter

SHEET ONE OF THREE

Rolling Acres Estates ELFIE PROPERTIES, LLC

now part of the City of Wapakoneta, formerly part of Moulton Township, Part of Northeast Quarter Section 25, T-5-S, R-5-E,

formerly part of Duchouquet Township, now part of the City of Wapakoneta, Plus Part of Northwest Quarter, Section 30, T-5-S, R-6-E,

Auglaize County, Ohio Total=20.279 Acres

Peet of the northead quoter of Section 25, journhjp-5-South, Rorque-5-Ean, formity peet of Modification Themship, now part of the City of Wagbachesta, plus pert of the nurthwest quoter of Section 35, formits-5-South, Rouge = 6 East, termity pert of Unchanapter of the City of Waghachesta, Augusta 6 East, Oran, Loyalter force of by meta and boards or Galbachest, Oran, Leystein discreted by meta and boards or Galbachest.

Commencing at a monument box (over a lound stone) at the southeast corner of the northeast quarter of said Section 25;

limine anotherly with the record centralina of Romaga focus (a.b., Towarish) Road (3)) of NOT207F, 6.38 feet to a cutton gin shielde (Yound) at the southwest corner of a 10823-2012 trust discussion in 17112 fair of the Auguste County focusion focused visums 648, Faye 580 of the Auguste County focusion of Ofece within Specia (b) the COUNT OF BECANDING.

thence westerly with the north line of lands granted to David John Cooft (Dred Valume 229, Page 353) at N 89'40'02'N, 664.87 feet to an iron pipe (found) at the northwest corner of said Croft lands; therea continuing northerly with sold record centerline at N 01'12'07'E, 193.22 feet to a railroad spike (found) at the southeast corner of a 9.673-parce tract fleetingscribed as "That Two" of southeast corner of a 10'57-parce tract fleeting flee

Notice sast—souteostarly with soid legal centarline of Djinwood Road et S. 7508/32E, 522,837 (set to a point, soid point being witnessed by a cetton gin spirids (found) at N 07'22'02'E, 0.22 (set therefrom: tience natherly with the east line of lands granted to Scatt Spallinger and Kay L. Spallinger (Official Recursis 663, Page 756) at N 07/12/52, 802,80 feet to a cultroat spike (found) in the legal centerline of Clynwaad Road;

there southerly with the sett line of loots ground to Constance, S. Schuler (Orfield Reports Valum ni III). Progr 477) et . 577202°N. 325.96 feet to c 1/2-ment hen not (found) at the southwest borner of said Schuler Intell (E 3.4,88 feet, hit)s course passes through a cospect 5/2-ment hen not (found) at 152.27 feet, the course of the said o

thence easterly with the south line of soid Schuler loads at 5 86'36'55. 19.5.25 leet to a mappaide (set) in soid record centerline of Romap Boad (st 179.59 feet, this course passes through a capped 55-in-inch iron root (found) in the existing west fright-of-way line of Romap Road}.

thence easterly with the south line of lands granted to Gustave Wintzer and belove's Wintzer (O.R. Volume 27, Page 575) at 5 654-1775, 2001.5 feet to a opposed 5/B-inch iron rod (lound) at the southeast corner of sold Wintzer lands; thence southerly with soid record contentine of Ramga Road at 3 0172'07'11, 65.88 feet to a magspike (841);

thence northerly with the east line of sold Winitzer lands at a 010'93'0'E, 78.91 feet to a capped 5/92-inch fron nod (found) at a boundary corner of lands granted to William B. Sayder and Kelly h. Sayder (O.R. Valume 649, Page 1866);

theme shall-scallmartiely with the seath line of said Sorder broke. then with the south fine of londe grotate to Demoetic Bedginzene ond Jointe Bedginzene (D.R. Yokuma 25t, Fage 316), then with the spath line of londer ground to Depties the fine of londer ground of Demoetic X 1970ZQCE, 27866 let to a cupand 5/3-right rod (laund) at the southeast corner of said Whitzer Jarda;

thence east-southeartery with the south line of lands granted to Laurence Duth and Relecco Cortle (D.R. Valence 51). Enga 1729), then with the south line of looks grounted to Dands W. Herbinger, our Staron Herminger (D.R. Volume 642, Page 493) of 15 75798. Online 1842, Page 493) of the southeast corner of soid Herbinger (ands.)

thence northesty with the cost line of sold Heimlinger lands at the 0.055/09E_41.79 feet to a concrete mayument (found) at the southnest corner of lands granuled to Rannie L. Groves and Vickie Groves (O.R. Volume 657, Page 1429);

therea east—susthesistery with the south like of said Groves lands of S 7507222. 145 45 feet to a concrete moment (found) at the seatheset corner of said Groves lands, which point is able in the west line of lands greated to John Dewrey and Carla Domesy (OR. Valume 462, Page 2478).

theree southery with the west line of said Downy prioris, them with the west line of lemp political on 1900 executions in 1901 cobeled i). Proges 324–325) of 5 0035/37%, 250-46 feet to a commiss dismified; from pipe (Sound) of the methesest comer of thesh greated to firmithy D. Mayer and Tyro L. Mayer (D.R. Walante 1904, 1909 503);

there: wealthy with the north line of soid Mayer lands at N 89737744 (1613,55 feet to the POINT OF SECONDAIN OF 1073545 feet, this course passes through a capped 578-math ron rod (found) in the existing dask right-of-way) line of Kompy Nood.

The crea herein described contains a gross area of 20,279 acres, of which 0,365 acres are subject to the existing right—of—way of Ramgo Road, leaving a net area of 19,913 pares.

Owner of record is Elfie Properties, L.L.C."which claims title by an instrument recorded at Official Records Volume 646, Page 588 at the office of the Augilaize County Recorder.

It is description is based on surveying surk performed inder my supervision by Kohlie & Kohler Associates, inc., through September 4, 2018. Bearings are based on a bearing of N 0112075 for the record centerine of Ramga Road, as per previous survey by others.

Michael G. Buettner Registered Surveyor No. 6881 Phietant & justian



After the Generope has said of (20) lots in Architectural Committee consisting of these (3) bindefulus who are send to write a facility in Rodling Acres Exclus, shall be appointed by the Develope he Architectural Committee and product and the property of the Perspect has Architectural Committee and the control of the Committee and the control of the Committee and the referenced land shown as Rolling Arches Existent in the resting of the death or resignation of any member of the committee adjuly appoints the remaining members and have the power to appoint max immutants to fill vaccordus. Said Architectural Committee and Infaction, operate, and make decisions on a majority rule verte. The following materials will be provided by the lot awners to the Developer or Architectural Committee, as the case may be.

a) A formal site pion with final grade elevations and lapout
of proposed undexoping.
 b) A formal set of floor plans in 1/5" or 1/4" scale
c) A formal set of building elevations and fishing of
matrixides and specifications
 d) A formal set of building appecifications

In the sent and Davidger or Architectural Committee, or the case may be fail to opprove or disapprove and planes and sensitivations within theiry (20) days other the date the plane were summitted to them, them each opproved plane in the plane were summitted to them, them each opproved plane in the structures postate within Relinip averse Estate, and that the structures postate within Relinip averse Estate, and that the extensive sensitive conforms with the time of the covernities established the terminal and conditions and forth the term, to a case where the desapproved or and of sensitive terminal to the mean of the convenities shall provide a uniform obtained in the meaning that the desapproved and shall also indicate in a general money. The type of planes and a possibilitations that result be acceptable and approved by the Committee.

DEED RESTRICTIONS

As port of a person plan for the development of the red exists to the back being prices which is the exist by exactly and credend in EAT CARRY. Further which a EATS was a property for the country becomed rolling, or a reddended area, and of the common and Subdeleder Reft, the restrictions, commants, reservations, lister, and charges berievable rest forth, each and all of which is out of the common benefit of said property and for each common the restriction, and should be supply to and be bluiding upon the common the restriction of and pagify to and be bluiding upon the common the said for the common the said pagify to defer successor by the purchaser or authorises of any other for and the enforcembly by the purchaser or authorises of any other for and their successors in the said carbon of the successors have a supplement of the successors of the successor of

Architectural Approval

Criticia considered in cyrecting opposed for exidential building strenderial shall cancels, etc. other limited to harmony of external design and color with settling homes and attractives in the ornal enlargest an Reinia, Arcen Exidents and proposed tegist of foundation in relation to ground election. Constructions of any out building or fences shall be only if such them one designed to be limited in notice and confinent to the overall operation and in the overall operated as format to the overall operations and if the ores No cealential desiling sitell be erected on any let junes, the building julion, specifications and plot jake along localizes building julion specifications and plot growth in the province of specific provinces and of we motified at appendix of rejection building localizes are recipit of such place and specifications benefits and that province of specifications should be are that opposed or such plant and appealitations benefits and that provinces are such plants and specifications should not be unreasonably withhold.

12. All that and be permonently seeded and increasipant executing to what it accutament, normal and usual for the residence, which seeds constructed. All settrice sits work should be approved by the Davelour or Architectural Committee whosever preferred and acceptance of settlement of succession and settlement of succession procession and acceptance of the settlement of succession and settlement of succession procession and settlement of succession and settlement of settlement of succession and settlement of succession and settlement of set

13. He walk, knose or hedges, accept retailing wells not writing does ground rest, that he exceed or portions or building all he between the front property line and the front well of the meliberate reportions of when it is communicated or visibles the results of the second of the second or property within the second of the transition of the second or solid property in the transition opposed from the headened or Architectured committee. He perimeter property lending shall be permitted.

2. No residential sinculars stell be executed on a building site, the habitable filed one of which excitione of bowlens, open powers and special stell be less than 2,600 septor feet, for the setup, structure and not less than 2,200 septor feet, for the structures. The same square feetings for the story residences and be required on the repet structures, on the main floor plus the upper feet plus one-most the findings force feet shotle acided to upper feet plus one-most the findings of the structures and the second of the second structures and the second structures and second structures and the second structures and the soft of the second structures and the second structures are second structures and second structures are second structures.

Said building sites shall be used and occupied salely and lusively for private residential purposes by a single family.

4. We more than one reddence stall be belt on each let, and no let shall be used for any other proposes where then a higher-family realisance. These shall be no commercial activity to be conducted on any of within healthy Acres Estors. This is to present the residencial affective metallication and included Acres Estors. This is to present a station and included its lib beauty which we meighteneous in dealthing on non-commercial sociation, you while the meighteneous the confidence of meightening point more proposed or only it is tarily as such additions to the residence have approach of the Acrollectual Committee.

All buildings shall be constructed of new material and no whating or other structure whatspewer practed desembere shall be firmitted to be moved upon any building site without the written ermission of the Developer or Architectural Committee.

No house may be occupied until completed. House must completed in eight (8) months from time of commencement construction.

Owners of each lot shall be prohibited from filling swoles incorporated into the drainage design of the Subdivision.

8. He offmost, finetaces or positry stell as kept or meintained on only of sold building sites, except cofficiently household peta which do not constitute an enroyance of misense, not shall only house or most an experiment of the constitute of most most an experiment of the constitute of most most and experiment of the constitute of most most and experiment of the constitute of the co

No ligns, advertisement or billboards (except "For Sole" signs) either private or commercial in nature, may be erected or maintained on any building site.

No bil or gas wells shall be drilled nor any mining or commercial excavating operation of any kind be conducted an any building site.

No noxious and offensive activity, nor any commercial or business activities shall be carried out upon any building site nor shall anything be performed thereon which may be or may become an armoyance or nulsance.

14. He lot shall be used or mainteined or a dumping ground for rubbish. Irash. garbage or other waste collection. All such waste shall be kept and mainteined in sentlary containers in a location hidden from public view.

SHEET TWO OF THREE

15. All utilities providing service to any dwelling house or outbuilding shall be located, trenched and buried underground. Ther shall be no overhead services in the Subdivision. Each residence constructed on the late shall be connected to the sanitary sawer system. No septic tanks of any nature will be permitted in the Subdivision.

17. Each and every building site and lot shall be subject to suitiding setback requirements as delineated on the Subdivision Plat and the most current City of Wapotonsta zoning ordinances. All buildings, structures and residences focuted on the lots in the Subdivision shall be montiplined in substantial report, and grass, trees, shrubbery, and fledges shall be reasonably trimmed retrieval.

9. Ecaments for the installation and maintenance of storm speeds, sorting seets, woter lines, and all pallet culties and crainings facilities are reserved as shown on the accernalising Suddivision Peld. Any life which is designed for natural lines of surface water, and any improvement mode on a runder any such accessment shall be mode of the runder of the building for a pain which such improvements are made. All utilities servicing the country of th No swiminity pools of any tind shall be permitted to be partied to remained an any let underso the some shall be initial in ground so that the finished electrical, excluding diving trust, mitted that the more than one (1) cloth clove the schoolsheed de level of the flot, one which said swimming good is to be facilitied. The featificities within gloosing to long as they are not an strategy and the said of the schoolsheed to apply to infant, strategy or industrial so this Subdividious.

Divine shall be et least sidden (16) feet in width nod hartvetter at congreter or points prick. Centruction of sidan-sida time the street right-of-way statil be the responsibility of the Let mer and the combustation is Sidensial construction which be completed producents specifications. Sidensial construction which be completed to start from their (20) does after construction with the design.

22. All restrictions, coverents and conditions as set forth on the occommension State state. But the first did not a reserved to the benefit of all building sites and all tol owners, and shall be building on all full on its cowards of each and of each pulling site, and which the said esterminis, restrictions, convents and conditions, which the said esterminis, restrictions, convents and conditions, which the said esterminis, restrictions, convents and conditions, and the said esterminis of three-building sites may, in whithps, chonge, remotify, older, convent or consider that the converse of three-building sites may, in whithps, chonge, remotify, older, convert or considerations, and the said control for the said Should any one or more of the foregoing restriction, events or conditions at any time in the dutie be hald flagor, or unentiorecible, such lost shall not in any way impair the lifty of any of the other restrictions, covenants or conditions, all which shall remain in full force and effect.

Oh. There shall be no chapter made to the size of actives and of the size of actives and of the size of actives and of the size of the siz

The forementioned restrictions, reservations, covenants and auditions are in addition to any applicable City of Wapokoneta wilding and zoning regulations.

Rolling Acres Estates

ELFIE PROPERTIES, LLC

now part of the City of Wapakoneta, formerly part of Moulton Township, Section 25, T-5-S, R-5-E, Part of Northeast Quarter,

formerly part of Duchouquet Township, now part of the City of Wapakoneta, Plus Part of Northwest Quarter, Section 30, T-5-S, R-6-E,

Auglaize County, Ohio Total=20.279 Acres

56. The still developer is responsible for mointenance of the omitied defending poid, still such time as a homeower's consciolatin is established with 25% occupiency and a makintenance agreement is executed by both developer and homeower's association of the operation of the

- a. All pond and drainage swale maintenance.
- Danger signs should be mounted at appropriate locations to work of deep water, passible flood conditions that exist during storm periods, and other dangers that exist.
- Grass shall be maintained throughout the entire basin area, with the grass set regularly (no less than 5 times a year by the homeowner usefacilish) and in occardance with the City or Wapakaneta zoning ordinances. Retention pand maintenance shall include algae control with pand additives as deemed necessary, and bluing agents as needed...
- Debris, trosh removal, and other necessary maintenance shall be parformed after each storm as needed to passure continued operation in conformance with the design.



By.

ACKNOWLEDGEMENT

STATE OF OHIO, S.S.

COUNTY OF AUGLAIZE

Before me, a Notary Public in and for the County and State oforesoid, personally appeared David P. Schlenker, Managing Member of ELFE PROPER NES, L.C., an Ohio Limited Liability Company, and acknowledget the signing of the foregoing instrument to be his free act and deed.

IN TESTILLOWY WHEREOF, I have affixed my hand and seal on this local day of 1987 in 1987.

NOTARY PUBLIC STATE OF OHIO Comm. Expires June 01, 2014 Holly Public Holly Public

PLANNING COMMISSION APPROVAL

of September 2018 Wapakoneta hereby certifies that the above plat was approved by said Commission on the 11th day The Planning Commission of the City of

By Call Engl 9-12-18 date

By 7M wall 9-11-18

I, the undestighted owner of the ford shown, have caused the order are produced by the pility to be surveyed, protect and to but shows an experimental to be a shown in the pility of th

I hereby certify that the drove plot was approved and the street right-of-way and edements dedicated thereon were accepted by Council of the City of Wapakaneta, Ohlo.

CERTIFICATE OF ACCEPTANCE

By Hand Jacobs 9/12/18

RECEIVED

SEP 12 2018

JANET SCHULER
Auglaize County Auditor
AUDITOR'S CERTIFICATE

This plat was filed for transfer this 12 day of 1994

Janet Schuler, Augistize County Auditor

RECORDER'S CERTIFICATE

Number: 4705

Flict for record in the Augistic County

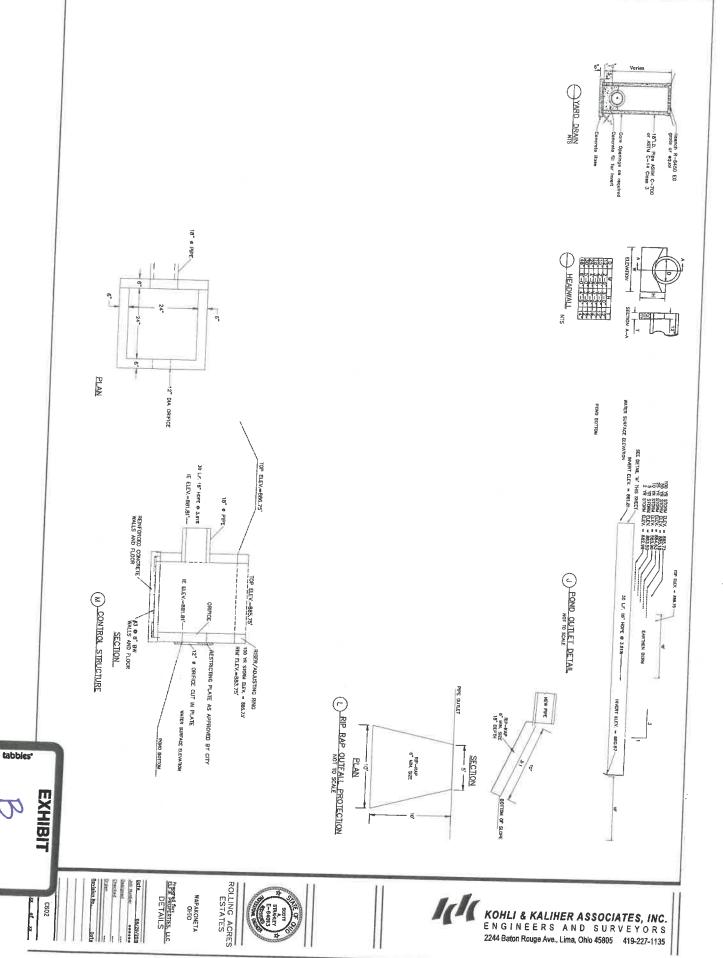
Recorder's Office on this 19th day of Sprikeships.

20 10 at 19th, and recorded in filst Cabinet 19 Page 354-356

Chris Lambert. —245
Augicize County Recorder

SHEET THREE OF THREE

1 20 de 1 2 de 1



(P. 1 OF 1)

Cost Estimate (15")

	g region grows max. Mr.		ate Estimate						
Quantities	ITEM	Unit Prices	Total						
	MAIN TILE								
1,410	L.F. of 15" WATER TIGHT Smooth Interior plastic pipe installed	\$9.80	\$13,818						
2	15" Pre-Manufactured Elbows installed	\$165 00	\$330.						
1 15"x6" Tee insalled \$140.00									
1	15" Animal Guard installed	\$140.00	\$140						
1,120	LF of 6" perforated plastic submain	\$1.85	\$2,072.						
20	Connections to the Main Tile	\$35.00	\$700.						
10	Connections to the Submain Tile	\$25 00	\$250.						
1	24"x24"x60" Catch Basın w/lid installed	\$900.00	\$900.						
1	24"x24"x66" Catch Basin w/lid installed	\$950 00	\$950						
10	Ton ODOT Type "C" Rip Rap installed	\$35.00	\$350.0						
10	Ton ODOT Type "D" Rip Rap installed	\$35.00	\$350.						
20	Ton #57 gravel backfill installed	\$20.00	\$400.						
	BRANCH TILE #1								
225	L.F. of 6" Perforated Smooth Interior plastic pipe installed	\$6.00	\$1,350.0						
1	6"x6" Tee Riser installed	\$50.00	\$50.0						
1 (6" End Cap installed	\$15.00	\$15.0						
	BRANCH TILE #2	1							
195 L	F of 6" NON-PERFORATED Smooth Interior plastic pipe installed	\$6.00	\$1,170.0						
1 6	3"x6" Tee Riser installed	\$50.00	\$50.0						
1 6	t" End Cap installed	\$15.00	\$15.0						
	2.5% Performance Bond		\$576.2						
	Estimated Construction Cost		\$23,626.2						
	3% Establish Maintenance Account		\$708.7						
	3% Unforseen Contingencies		\$708.79						
	10% Engineering, Surveying, Plans, Staking, Inspection		\$2,362.63						
	BOCC Reimbursement for Mailings and Copies		\$650.0						



	N ELFIE PROPERTIES LLC	Prior plan demands on a manager side of the second mean contracts.	M ELFIE PROPERTIES LLC		L NEWMAN SCOTT & TARYN		K ELFIE PROPERTIES LLC	I,	J ELFIE PROPERTIES LLC	The state of the s	1 ELFIE PROPERTIES LLC	H&B PARTNERSHIP	MEYER TIMOTHY & TYRA	NACE AE BOLCE & PAOL	Map Property Owner
	807-302-007-00	- Para see Suppose	B07-302-006-00		B07-302-005-00		B07-302-004-00		B07-302-003-00		B07-302-002-00	B07-300-001-00	B05-030-017-04	B05-030-017-03	Parcel Total Total Forces Index Number Owned Drained Acres
	1.003		0.597		0.548	777	0.609		0.788		0.801	32.362	6 847	54.548	Total Acres Owned
	0.61		0.597		0.548	1	0.609	Î	0.788		0 801	0.27	5.7	0.74	Total Acres Drained
0.41	0.2	0.397	0.2	0.348	0.2	0 409	0.2	0.588	0.2	0.601	0.2	0.27	51 	0.74	
60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	40%	40%	40%	Remoteness Index
50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	40%	30%	40%	less Runoff
30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	16%	12%	16%	Total Index
0.12	0.10	0.12	0.10	0.10	0.10	0.12	0.10	0.18	0.10	0.18	0.10	0.04	0.61	0.12	Benefit Acres
	0.219		0.215		0.200		0.219		0.272		0.276	0.043	0.612	0.118	Total Ben, Acres
	\$355.71		\$355.71	•	\$355.71		\$355.71	İ	\$355.71		\$355.71				DIRECT
	\$566.74		\$562.98		\$548.82	•	\$566 45	- Identification appears of the Company of the Comp	\$618 20		\$621.96	\$41.83	\$589.73	\$114.09	TOTAL PROPOSED ASSESSMENT
	\$345.95		\$347 19		\$352.39		\$346.05		\$333.11		\$332.39	\$154.18	\$115.63	\$154 18	Rate Per Acres Drained

	W WINTZER GUSTAVE & DEBORAH		AA CURTIS LAWRENCE & REBECCA		T ELFIE PROPERTIES LLC		S ELFIE PROPERTIES LLC	The second secon	R ELFIE PROPERTIES LLC		Q ELFIE PROPERTIES LLC		P ELFIE PROPERTIES LLC	in the second se	O ELFIG PROPERTIES LLC	11.0
RAMADOTA, INTERNALA	807-828-052-00		807-828-051-00		807-302-013-00		807-302-012-00		807-302-011-00		B07-302-010-00		807-302-009-00	Terrore de la companya de la company	B07-302-008-00	Parcel Total Total Parcel Acres Acres Index Number Owned Drained Acres
	0.73	A.1 884 1444 A	1.003	; ; ;	0.714		0.755		0.835	POT-MON-MA	0.774		0.602	Marie	1.166	Total Acres Owned
Ť	0.73		0.43		0.714		0.755		0.835		0.774		0.602			Total Acres Drained
0.53	0.2	0.38	0.05	0.514	0.2	0.555	0.2	0.635	0.2	0.574	0.2	0 402	0.2	0.8	0.2	
60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	Remoteness Index
50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	50%	80%	less Runoff
30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	30%	48%	Total Index
0.16	0.10	0.11	0.02	0.15	0.10	0.17	0.10	0,19	0.10	0.17	0.10	0.12	0.10	0.24	0.10	Benefit Acres
	0.255		0.138		0.250		0 263		0.287		0.268		0.217		0.336	Total Ben. Acres
1		5	No service		\$355.71	APPRIATE ACTION IN	\$355.71		\$355 71		\$355.71		\$355.71		\$355.71	DIRECT
	\$245 72		\$132.98		\$596.81		\$608.66	a. delega	\$631.79		\$614.15	*** The cate of the same of th	\$584.43	Į	\$679 48	TOTAL PROPOSED ASSESSMENT
	\$336.61		\$309.25		\$397.67		\$335.03		\$330.63		\$333,90		\$346.71			Rate Per Acres Drained

CRAFT DAVID J. MRS.			SAWMILLER LYNN & CYNTHIA			SPALLINGER SCOTT & KAY		X SNYDER WILLIAM & KELLY		Y BELGIOVANE DOMENIC & JANICE	in the second se	Z LAMARR, RANDY & HEIDI	V WINTZER GUSTAVE & DEBORAH		BB HELMLINGER DAVID & SHARON	Map Property REF Owner
G22-025-011-02	has many total annual supervisor as		G22-025-010-02			G22-025-010-00		B07-828-055-03	Tanana .	B07-828-055-02		B07-828-055-01	807-828-055-00	and the same control of	807-828-054-00	Parcel Total Total Parcel Acres Acres Index Number Owned Drained Acres
3.049	-		1.348	C - C - C - C - C - C - C - C - C - C -		35.246		0.5		0.535		0.567	0.742		1.174	Total Acres Owned
0.27			1.348			20.4		0.18		0.25		0.25	0.15	}	0.35	Total Acres Drained
0.27	1.068	0.2	0.08	6.9	0.5	ಪ	0.13	0.05	0.2	0.05	0.2	0.05	0.15	0.3	0.05	
80%	80%	80%	100%	80%	80%	100%	60%	60%	60%	60%	60%	60%	60%	60%	60%	Remoteness Index
50%	50%	80%	50%	40%	80%	40%	50%	80%	50%	80%	50%	80%	50%	50%	80%	ness Runoff (Index
40%	40%	64%	50%	32%	64%	40%	30%	48%	30%	48%	30%	48%	30%	30%	48%	Total Index
0.11	0.43	0.13	0.04	2.21	0.32	5.20	0.04	0.02	0.06	0.02	0.06	0.02	0.05	0.09	0.02	Benefit Acres
0.108	all a second	***************************************	0.595			7.728		0.063		0.084		0.084	0.045		0.114	Total Ben. Acres
to to todalas	man a man			nor dans son		\$2.445.40	i				· · · · · · · · · · · · · · · · · · ·				\$1,235.00	DIRECT
\$104.07			\$573.54			\$9,892 22		\$60.71	lik biday ana	\$80.94	Processing and the constant of the Park of	\$80.94	\$43.36		\$1 344 85	TOTAL PROPOSED ASSESSMENT
\$385.45			\$425 48			\$365.04		\$337 27		\$323.77		\$323,77	\$289.08		\$16100	Rate Per Acres Drained

	Map Property REF Owner	A ELFIE PROPERTIES LLC			B ELFIE PROPERTIES LLC	Try of Agent	and the second s	C ELFIE PROPERTIES LLC			D ELFIE PROPERTIES LLC			E ELFIE PROPERTIES LLC	manuscript in the administration of the control of		F ELFIE PROPERTIES LLC	
ASSESSMENT WORKSHEET	Parcel Number	G44-250-002-00			G44-250-003-00		And the second s	G44-250-004-00		and the second s	G44-250-005-00		Try many many many many many many many man	G44-250-006-00	THE PROPERTY OF THE PROPERTY O	G44-250-007-00		
T WOR	Total Acres Owned	1.459			1.366			1.341		1	0.876			0.749		1.025		A Company of the Comp
KSHI	Total Acres Drained	1.4	,	:	0.82			0.8			0.876		i i	0,749		0.98		
EET (Index	0.2	0.2		0.1	0.2	0.52	0.1	0.2	0.5	0.06	0.2	0.616	0.2	0.549	0.23	0.2	0.55
(15" D	Remoteness Index	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Design)	Runoff	20%	80%	50%	20%	80%	50%	20%	80%	50%	20%	80%	50%	80%	50%	20%	80%	50%
	Totai	16%	64%	40%	16%	64%	40%	16%	64%	40%	16%	64%	40%	64%	40%	16%	64%	40%
	Benefit	0.03	0.13	0.40	0.02	0 13	0.21	0.02	0.13	0.20	0.01	0.13	0 25	0.13	0.22	0.04	0.13	0.22
	Total Ben. Acres	0.560			0.352			0.344	-		0.384			0.348		0.385	1	
	Total DIRECT	\$355.71			\$355.71			\$355.71			\$355,71			\$355.71		\$355.71		
	PROPOSED	\$895.33	The state of the s		\$694.90			\$687.19	an · 'gyamma'		\$725.74			\$690.66	1	\$726.51	and the sale of the sale of	
	Rate Per Acres	1000			\$413.65			\$414.35			\$422.41			\$447.20		\$378.37	No.	

			The second secon	AUGLAIZE COUNTY HIGHWAY	CITY OF WAPAKONETA	CITY OF WAPAKONETA	CITY OF WAPAKONETA		U SCHULER CONSTANCE S	Military and the second control of the secon		H ELFIE PROPERTIES LLC	The state of the s	The second secon	G ELFIE PROPERTIES LLC	Map Property REF Owner	
			Among	GLYNWOOD ROAD RW	CRIMSON COURT RAV	GLYNWOOD ROAD RW	RAMGA ROAD RAW		G44-828-015-00	The second secon		G44-250-009-00	design to the state of the stat		G44-250-008-00	Parcel Number	
				1		Ī			1.31	š	1	1.202		-	1,154	Acres	
49.566	DRAINED	ACRES	TOTAL	0.36		0.06	0.63		0.84	and any age		2 0.95	-		4	Acres Drained	
49.566	ACRES	INDEX	TOTAL	6 0.36	_	6 0.06	3 0.63	0.79	4 0.05	0.58	0.2	5 017	0.5	0.2	0.3	Index Acres	
				80%	60%	80%	60%	80%	80%	80%	80%	80%	80%	80%	80%	Remoteness	
				80%	80%	80%	80%	50%	80%	50%	80%	20%	50%	80%	20%	s Runoff Index	B**/
	-			64%	48%	64%	48%	40%	64%	40%	64%	16%	40%	64%	16%	Total Index	,
17.545	TOTAL	*****	B .	0.23	0.48	0.04	0.30	0.32	0.03	0.23	0.13	0.03	0.20	0.13	0.05	Benefit Acres	
	TOTAL			0.230	0.480	0.038	0.302		0.348	and the second s		0.387	,	a di separata di s	0.376	Total Ben. Acres	
\$11,150.31	TOTAL				\$355.71	77788 1 1884		1000	4	11001000	P Maria A manual	\$355.71	in the second		\$355.71	DIRECT ASSESSMENT	
\$28,056.46	TOTAL		1	\$222.02	\$818.25	\$3700	\$291 40		\$335 34			\$728.82			\$718.03	TOTAL PROPOSED ASSESSMENT	
			and the	\$616.71	\$462.54	\$61671	\$462.54		\$399.21			\$392.75			95369	Rate Per Acres Drained	

* The c				7 4]	RET	
The cost difference to upsize the tile from an 8" to 15" was divided between the 20 Lots in Rolling Acres Subdivision and Crimson Court R/W	HELMLINGER DAVID & SHARON	†	a community of the comm	SPALLINGER SCOTT & KAY	DIRECT ASSESSMENTS	RATE PER BENEFIT ACRE	TOTAL BENEFIT ACRES	TOTAL ASSESSED	ASSESSMENT CALCULATION	TOTAL LESS DIRECTS	TOTAL DIRECT ASSESSMENTS	TOTAL PROJECT COST	PROJECT COSTS		The second section of the section of the second section of the section of the second section of the secti	ASSESSMENT CALCULATIONS	Property Owner	
led between the 20 Lots in Rolling	B07-828-054-00	ramana		G22-025-010-00		\$963.62	17.545	\$16,906.15	**************************************	\$16,906.15	\$11,150.31	\$28,056.46	Mary Co. Box colden.		4.6	makes a surregement of the	Parcel Number	Total T-4-1
Acres Subdivisio	Full Cost of Branch #2		1120 LF of 6	Full Cost of Branch #1						gan i rongi			ma od				Acres Owned	Taka
n and Crimso	Branch #2		1120 LF of 6" plastic submain @ 0.92/ft	Branch #1			1						APPLIED	COEFF	RUNOFF		Total Acres Drained	
on Court P	1		nain @ 0.5							20%	30%	40%	50%	80%	80%		Index Acres	
MA			32/ft						1	POND	WOODS	FARM	YARD	BLDGS	RW	1	Remoteness Index	ľ
\$355.71	\$1,235.00	\$2,445,40	\$1,030.40	\$1,415.00		former.			à con		1					i	Runoff	
per Lot															-		Total Index	
	-	-														**	Benefit Acres	
	congrup de Béléfical		1														Total Ben. Acres	
-	! i		1			, h											DIRECT es ASSESSMENT	
- 100 mm		- Aller				manage of the state of the stat		the state of the s				-			and the second s		TOTAL PROPOSED ASSESSMENT	
•				1			ì				graphy care assumed						Rate Per Acres Drained	

City of Wapakoneta Certification

Rolling Acres Storm Drainage Plan

This document hereby certifies that the detention pond and outfall in the Rolling Acres Subdivision, developed by Elfie Properties, LLC, c/o David Schlenker, has been reconstructed as per the plan submitted to the City of Wapakoneta on or about July 26, 2019 and approved and accepted via correspondence on September 11, 2019, allowing for the installation of a 12-inch orifice restrictor plate on the existing inlet to the 18-inch HDPE pond outfall pipe and the raising of the dike approximately 1 foot. This reconstruction permits an outlet capacity of a planned 15-inch diameter tile in the Spallinger Ditch Project.

Acknowledged:	
City of Wapakoneta	Elfie Properties, LLC
Ву:	By: Wart. Johl Mich
Title:	David Schlenker, Member
Date:	Date: 6/10/2-0
Ву:	
Title:	
Date:	
NOT	ARIAL CERTIFICATE
State of Ohio	
County of Auglaize	
2020, by	knowledged before me this day of,
on behalf of the City of Wapakoneta. No with regard to this notarial act.	oath or affirmation was administered to the signer(s)
	Notary Public
	Page 1 of 2

NOTARIAL CERTIFICATE

State of Ohio

County of Auglaize

The foregoing instrument was acknowledged before me this 10th day of June 2020, by David Schlenker, on behalf of the Elfie Properties, LLC. No oath or affirmation was administered to the signer(s) with regard to this notarial act.

Notary Public Pouglas

STATE OF OHIO

TARYN A. DOUGLAS
NOTARY PUBLIC, STATE OF OHIO
Commission does not expire
pursuant to Section 147.03 O.R.C.

IN THE OHIO COURT OF APPEALS FOR THE THIRD APPELLATE DISTRICT AUGLAIZE COUNTY

IN THE MATTER OF THE APPEAL IN THE COUNTY DITCH KNOWN AS SPALLINGER DITCH, PETITIONED BY SCOTT SPALLINGER AND SHARON HELMLINGER

- Appellate Case No. 02 2019 0010
- * Auglaize County Common Pleas Court
- * Case No. 2019 CV 0079
- * REGULAR DOCKET

*

NOTICE OF APPELLANT'S VOLUNTARY DISMISSAL WITH PREJUDICE

Taryn A. Douglas (0095906)

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419.738.9274 Telephone
tdouglas@jauertburton.com
Attorney for Appellant Elfie Properties, LLC

Grant Neal (0099305)

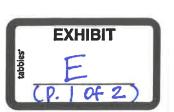
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gneal@wapakoneta.net
Attorney for Appellee City of Wapakoneta

Sharon Helmlinger 1109 Glynwood Road Wapakoneta, Ohio 45895 **Edwin A. Pierce** (0023846)

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937.593.6065
tstolly@tdhlaw.com
mwatson@tdhlaw.com
Attorneys for Appellee Scott Spallinger

Auglaize County Engineer



Now comes Appellant, Elfie Properties, LLC, (the "Appellant") by and through counsel, and hereby dismisses this action with prejudice. All costs to be paid from the deposit.

Respectfully submitted,

JAUERT & BURTON LLP

CERTIFICATE OF SERVICE

I hereby certify that this _____ day June, 2020, a true copy of the foregoing document has been emailed to the following: Attorney for the Auglaize County Board of Commissioners and the Auglaize County Engineer, Edwin Pierce, at epierce@auglaizecounty.org; Attorney for the City of Wapakoneta, Grant Neal at gneal@wapakoneta.net; and Attorneys for Scott Spallinger, Terrence Stolly at tstolly@tdhlaw.com and Matthew Watson at mwatson@tdhlaw.com; and mailed by regular United States Mail to Sharon Helmlinger, 1109 Glynwood Road, Wapakoneta, Ohio 45895.