

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 17<sup>th</sup> day of March, 2025, by and among SENTINEL CRITICAL OPERATIONS, LLC, (Alternatively the "Developer" or "Sentinel") a Delaware limited liability Company and the VILLAGE OF WEST JEFFERSON, OHIO (the " Village") an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its municipal charter, under the circumstances summarized in the following recitals. (The Developer, and the Village are at times referred to collectively herein as the "Parties.")

RECITALS:

**WHEREAS**, the Developer is in contract to acquire fee simple title from Karen K. Wiegerig, Trustee of the Karen K. Wiegerig Revocable Trust (the "Owner") to approximately 78.83+/- acres of land located south of U.S. 40 and is contiguous with a portion of the current boundaries of the Village, with road access to U.S. 40 in Deer Creek Township, Madison County, Ohio (which land is depicted on **EXHIBIT A**, Parcel Number 05-00124.003, attached hereto and referred to herein as the "Property"); and

**WHEREAS**, the Developer, with the consent of the Owner, intends that all or portions of the Property be annexed to and developed in the Village for use as a data center, or alternatively for other beneficial industrial or commercial uses as provided for under Chapter 1125.03(b)(2)(A through K) of the Village zoning code, pursuant to the terms and conditions of a future rezoning application, governing text and development plans to be approved by the Village (which draft illustrative concept plan for an example of the data center use that could be built within a Planned

Commerce District ("PCD") is attached hereto as **EXHIBIT B<sup>1</sup>** and referred to as the "Illustrative Concept Plan" and fully incorporated herein and made a part of this Agreement); and

**WHEREAS**, this Agreement has been approved and the execution hereof authorized by the Village pursuant to Resolution No. 25-015 passed on March 17<sup>th</sup>, 2025; and

**WHEREAS**, the Parties agree that it is in their mutual interest during the annexation process to enter into this Agreement for the future development of the Property in the Village for the mutual benefit of the Developer and the Village; and

**WHEREAS**, the Property will benefit by receiving municipal services and comprehensive planning and zoning largely consistent with the Illustrative Concept Plan from the Village upon annexation; and

**WHEREAS**, the Village is capable and hereby agrees to offer its municipal services to the Property if the Property is annexed to the Village.

Now **THEREFORE**, in consideration of the covenants and agreements contained herein, and after incorporating all the above and preceding **WHEREAS** statements as effective as part of the Agreement and into the body of Agreement, the Developer and the Village covenant and agree as follows:

**Section 1. Annexation Petitions and Related Approvals.**

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<sup>1</sup> \* NOTE ON EXHIBIT B, The Illustrative Concept Plan showing a data center use:  
As exact property, site, market, economic and tenant conditions and development needs are unknown at this time, the Parties agree that Exhibit B, the Illustrative Concept Plan, shall be subject to flexibility and necessary changes throughout the rezoning, plan development and final engineering processes, to reflect and allow for future changes to market conditions, engineering and utility standards, and tenant needs and designs.

A. **Petition for Annexation.** The Developer agrees, at its own expense, to prepare and file the necessary annexation petition executed by the Owner, and related information, as may be required by the Ohio Revised Code ("ORC"), to annex the Property to the Village within One Hundred and Eighty (180 ) days after the execution of this Agreement. Alternatively, in the event that the Developer acquires the necessary fee simple interest in the Property from the Owner prior to submitting the annexation petition , Developer shall, at its own expense, prepare, execute, and file the necessary annexation petition and related information, as may be required by the ORC, to annex the Property to the Village within One Hundred and Eighty (180) days after Closing on the Property. Thomas L. Hart, Esquire, shall act as the agent for the petitioners. The annexation process shall be an "Expedited Type II" annexation as provided in ORC Section 709.023. The Developer agrees it shall prepare, at its expense, the annexation petition(s), map(s), legal description(s) of the perimeter(s), and any other document(s) necessary and required under the ORC for the annexation of Property.

The Developer shall pay any and all filing fees and other costs that may be charged by the Board of County Commissioners of Madison County, Ohio (the "Commissioners"). The Developer will secure the execution by the appropriate person/entity of any other documents reasonably necessary to effectuate the annexation as may be required by law. Subject to the provisions of Section 1(D) below, the Developer agrees to support the annexation throughout the process, as long as this Agreement is in effect and the Village is able to provide the municipal services contemplated herein.

B. **Village Services Resolution.** Pursuant to and in accordance with ORC 709.023,

the Village agrees to adopt, within twenty (20) days after the date of filing the Expedited Type II annexation petition(s) with the Commissioners, the appropriate resolution of services (the "Services Resolution") stating that the services described in Section 2 of this Agreement will be provided to the Property upon annexation. The Services Resolution, once adopted, shall be immediately certified and filed by the Village with the Clerk of the Commissioners. In the event that the Commissioners approve the annexation petition, the Village shall accept the annexation of the Property in accordance with ORC Section 709.04. At the request of Developer, the Village will delay acceptance of the annexation in accordance with Section 1(C) herein so long as such delay is not more than 120 days from the date that the Commissioners return the petition to the Village and it is laid before the Village Council. The Village also agrees to provide all reasonable assistance requested by the Developer in pursuing the annexation, with no expense incurred to the Village. If a legal challenge to the annexation occurs, the Developer may, at its sole option, choose to terminate this Agreement within thirty (30) days of: (i) the denial of the annexation by the Commissioners; or (ii) the filing of an appeal of the decision of the Commissioners to approve the annexation or of any other legal or administrative action seeking to overturn the Commissioners' approval. Should this Agreement be terminated as set forth in this paragraph, this Agreement shall immediately become null, and void and no party shall have any further obligations to the other.

**C. Additional Property.** Prior to filing any petition for annexation, any land controlled by Developer that is contiguous to the Property may also be annexed under the terms of this Agreement as a "Expedited Type II" annexation if the addition of such land does not create a legal impediment to the orderly and timely processing of annexation of the Property as contemplated herein. The Developer shall thereafter also include such additional property on the petition and the

territory to be annexed shall thereafter include said contiguous properties; and the Parties will cooperate in any and all respects as may be required by law.

**D. Zoning Considerations.** Upon annexation and rezoning, the Developer's intention is to develop the Property for future use as a data center or any other beneficial commercial or industrial uses under a Planned Commerce District ("PCD") designation [Chapter 1125.03 (b.)(2)(A through K) of the Village of West Jefferson's Codified Ordinances], to include as allowed by the Village's Codified Ordinance a flexible governing text that is to be adjusted as needed from base code, and that is generally consistent with and generally reflects the Illustrative Concept Plan, as described and depicted in the attached **EXHIBIT B**.

It is the intent of the Village that, upon filing of the annexation petition for the Property, it will expeditiously process, a contemporaneously filed application to rezone the Property to a PCD of 78.83+/- acres under the Village's current zoning code in a manner that is generally consistent with **EXHIBIT B**, the Developer's Illustrative Concept Plan and in a manner that also considers other potential beneficial commercial or industrial uses under a Planned Commerce District ("PCD") designation [Chapter 1125.03 (b.)(2)(A through K) of the Village of West Jefferson's Codified Ordinances. The Village Administration has reviewed the Illustrative Concept Plan attached hereto as **EXHIBIT B** and agrees to actively support and process the Developer's rezoning application similar to the Illustrative Concept Plan, while also permitting adjustments or other potential beneficial commercial or industrial uses for the 78.83+/- acres through the Village's rezoning procedures. The Village will take timely action on Developer's rezoning application to ensure that the new Planned Commerce District, as described above, may be presented to Village

Council for final consideration contemporaneously with the acceptance of the annexation by the Village Council, in order that the Planned Commerce District, as described above, can be effective under the Village Codified Ordinances at the earliest time permitted by law. The Parties acknowledge that it is within Village Council's legislative authority to approve or deny zoning changes within the Village and nothing contained herein is intended to be a guarantee of any zoning approvals. Upon the written request of the Developer on behalf of the petitioners, the Village shall delay acceptance of the annexation until approval of the rezoning can be accomplished contemporaneously with the acceptance of the annexation, so long as such delay is not more than 120 days from the date that the petition is laid before the Village Council.

If:

(i) the annexation approval occurs prior to or other than concurrently with the legislative consideration of the rezoning and the rezoning is subsequently not approved in substantial accordance with the conditions and provisions of **EXHIBIT B** (or as it may be modified in a manner acceptable to the Developer);

(ii) the rezoning approval is referred to a vote of the electorate;

(iii) a building moratorium or any other ordinance, resolution, or rule is enacted or adopted by the Village; or

(iv) a sufficient level of electric power service is unavailable, that would, in the sole and absolute opinion of the Developer, preclude or adversely affect Developer's intended use of the Property;

then the Village agrees, at the written request of the Developer:

(a) to reconsider the ordinance or resolution accepting the annexation and rescind, repeal and reject the annexation approval within twenty (20) days of the date of the disapproval of the rezoning, referral to a vote of the electorate, or the enactment of the building moratorium or other ordinance, resolution or rule, or documentation that a sufficient level of electric power service is unavailable, if reconsideration or repeal is permitted under Village ordinances and state law; or

(b) to assent to the detachment/de-annexation from the Village all or part of the Property or to not oppose any petition to detach/de-annex part or all of the Property and the Developer may, at its option terminate this Agreement.

## **Section 2. Infrastructure Improvements and Public Services.**

### **A. Infrastructure Improvements.**

(i) **Sanitary Sewer Service.** The Village covenants and agrees that it has available capacity, or is able to construct additional capacity as needed, to provide sanitary sewer service to the Property for the proposed future development. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how the cost to construct the extensions and/or connections to the existing public sanitary sewer main, or any required upgrades to any capacity, connections or the existing public sanitary sewer main are to be covered. All sewer lines shall be installed pursuant to plans and specifications approved by the Village Engineer in accordance with the Village's usual and customary requirements. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such extensions.

(ii) **Water Service.** The Village covenants and agrees that it has available capacity, or is able to construct additional capacity as needed, to provide potable water in sufficient quantities to serve the Property for the proposed future development. Water service access to the Property will be at locations designated by the Village. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how costs to construct the extensions and/or connections to the existing public water service, or any required upgrades to any capacity, connections or the existing public water service are to be covered. All water lines shall be installed pursuant to plans and specifications approved by the Village Engineer in accordance with the Village's usual and customary requirements. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such extensions. The Developer will be responsible for extending and the construction of all hydrants within the Property.

(iii) **Road Improvements.** The Developer will be responsible for the construction of internal roads within the Property to serve the future development. Based on security and proprietary business needs, portions of said interior roads may remain private and subject to private security protocols with some portions of the interior roads dedicated to the public use as determined by the mutual agreement of the Village Services Director and Developer. The Village shall approve curb cuts to service the Property consistent with and in coordination with those approved by the Ohio Department of Transportation. The Village and the Developer shall negotiate the terms of a future comprehensive development agreement to address how the cost to construct any off-site road improvements, turn-lanes to accommodate site traffic and other traffic and to consolidate area road access, and/or connections to the existing public roadway system are to be covered. The Village and Developer will cooperate and work in good faith to secure any necessary easements for such



extensions. All public and private roads shall be constructed in accordance with Village and/or ODOT standards, as applicable and existing at the time of the approval of the Preliminary Development Plan(s) for the Property.

**B. Other Public Services.**

Upon annexation or as otherwise set forth herein, the public services provided to all citizens of the Village, including the following services, will be made available by the Village, subject to the terms hereof:

- (i) Fire and EMS Services. Fire and EMS Services to the Property will be pursuant to contracts between the Village and the respective Fire and EMS Services provider(s) to the Village.
- (ii) Police Services. The Village will provide police services to the Property upon annexation.
- (iii) Trash Services. As applicable.

**Section 3. Comprehensive Development Agreement.**

**A. Financing Commitments/Incentives**

In consideration for the job creation, income tax generation, and overall investment and success of the development the Village Administration and the Developer agree to negotiate and implement a comprehensive development agreement to be presented to Village Council for final consideration that addresses the aforementioned infrastructure improvements and the following financial commitments and/or incentives:

(i) **Community Reinvestment Area (CRA) Extension to the Property.** The Parties may enter into a community reinvestment area agreement that provides up to a 15-year, and up to a 100% real property exemption pursuant to ORC Sections 3735.67 to 3735.70, for the assessed value of the new structures to be developed on the Property. For each readily identifiable parcel or subarea phase within the Development, the exemption shall commence the first year such real property improvements in the parcel or subarea phase of the Development would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2040. For clarity, the Parties will recognize that although any exemption allowable under any community reinvestment area agreement for any readily identifiable real property improvement within a parcel or subarea phase of the Development lasts for only 15 years at the most, the real property exemption for the property as a whole is expected to last more than 15 years based on the completion of distinct parcel or subarea phase development. The Parties shall cooperate so that the Village's existing community reinvestment area(s) is extended to the Property or may create a new community reinvestment area to cover the Property as applicable. With any CRA agreement, the Developer shall abide by any applicable ORC provisions and Village code sections, or policies and any applicable agreement the Village has entered into with local government entities, including affected school districts, the local fire departments or emergency medical districts/townships for the reimbursement and/or payments in lieu of taxes (PILOTs) of abated taxes under any approved CRA.

(ii.) **Tax Increment Financing (TIFs).** The Parties may enter into one or more Tax Increment Financing (“TIF”) Agreements to be presented to Village Council for consideration pursuant to which one or more portions of the developed Property will be subject up to a 30-year, and up to a 100% non-school tax increment financing exemptions or any such other tax increment financing exemption as may be approved by the Village Council from time to time. Village Council shall retain the discretion to authorize any tax increment financing exemptions authorized under State law. Any TIF Agreement approved by the Village Council may contain provisions for the terms and conditions for such payments or reimbursements after the running of any applicable CRA periods and will specify whether any interest will be payable by the Village on such payments or reimbursements. All terms and conditions of the TIF Agreement are subject to review and approval by Village Council.

(iii) **Utility Protective Agreements.** The Parties may enter into one or more utility protective agreements for Developer reimbursements for the cost of construction of certain off-site and/or on-site improvements directly benefitting the Property and/or the Village. Reimbursements to Developer pursuant to any utility protective agreement(s) shall be paid to Developer by the Village.

(iv). **Non-Exempt Tax Payments.** The Developer shall pay any non-exempt taxes; however, the Developer shall also consider an application for sales tax relief on the materials purchased for site construction and equipment installation as provided for

under Ohio law and the Madison County Port Authority. The Village Administration shall support any such sales tax relief application.

(v). Conflict in Language. In the event that Developer and Village enter into any subsequent CRA, TIF, Utility Protective and/or Developer's Agreement(s) and the language in these various agreements' conflicts with the terms and conditions set forth in this Pre-Annexation Agreement, the language in the CRA, TIF, Utility Protective and/or Developer's Agreements shall control.

#### **Section 4. Approvals and Permit Regulations.**

**A. Compliance Statement.** Nothing in this Agreement shall abrogate the duty of the Parties hereto or future developers from the zoning, development plan, and subdivision platting process before the Planning Commission, Board of Zoning Appeals, if necessary, and/or before the Village Council of the Village.

**B. Village Council Action.** The obligations of and agreements by the Village contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by Village Council.

**C. Permits.** The Developer shall obtain all necessary permits from all regulatory levels of government to allow the Developer to build and develop the Property consistent with its intended use. Standards for permit approval and permit costs shall comply with all applicable standards (as may be set forth in the Village's Codified Ordinances or elsewhere) at the time of the approval of the rezoning application and/or a Preliminary Development Plan for future development of the Property. The Village agrees that all permits within the control of the Village will be processed within thirty (30) days of receipt or as otherwise determined by the operation of applicable law.

**D. Dedication and Reservation.** All utilities installed within the Village right-of-way shall be dedicated to the Village per Village ordinance(s), resolution(s) and/or policy. Public streets and other public road infrastructure shall be dedicated to the Village per Village ordinance(s), resolution(s) and/or policy, as applicable.

**E. Insurance and Bonds.** Developer will provide all required insurance per the ordinances or zoning resolutions of the Village. Developer will provide all required performance and maintenance bonds mandated by the ordinances of the Village.

**Section 5. Miscellaneous.**

**A. Intent of Parties.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it. By passage of Ordinance/Resolution No. 25-015 on March, 17th, 2025, the Village has authorized the execution of this Agreement.

**B. Assignment.** The Developer of the Property may assign this Agreement or any part thereof or any duty, obligation, privilege or right granted under this Agreement to any newly formed entity of which Developer is a member, or to any affiliate entity of which Developer is a member; such delegation of authority is expressly agreed to by the Parties. The Developer may also assign this Agreement, or any part thereof, or any duty, obligation, privilege or right granted under this Agreement to any non-related entity with the written consent of the Village, not to be unreasonably withheld upon determination of economic viability and fiscal responsibility of Assignee.

**C. Public Notice and Hearings.** All Village public hearings will occur in accordance with the applicable requirements of the ORC and the ordinances of the Village.

**D. Continued Agricultural Use.** The current agricultural use of the Property may continue uninterrupted per Section 1117.01(b) of the West Jefferson Codified Ordinances until the Property is rezoned. Upon rezoning of the Property, the current agricultural use may continue uninterrupted on all or a portion of the Property as determined by the Developer's phasing plans and shall be considered an existing non-conforming use.

**E. Duration of Agreement.** This Agreement shall be in place unless and until any CRA, TIF, Utility Protective and/or Developer's Agreements supersedes this Agreement.

**F. Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or pursuant to the terms of this Agreement. This Agreement may also be terminated immediately and at any time by the Village, at its sole discretion, if Developer defaults on the terms of this Agreement. This Agreement may also be terminated immediately and at any time by the Developer, at its sole discretion, under the following circumstances:

- (i) the denial of the annexation by the Commissioners or the failure of Village Council to act to approve and support the annexation, rezoning and related development plans (preliminary or final) for the Property for the Developer's intended use; or
- (ii) the filing of an appeal of the decision of the Commissioners to approve the annexation or any other legal or administrative action seeking to overturn the Commissioners' approval of the annexation; or
- (iii) the filing of an appeal of the decision of the Village Council to approve the rezoning or related development plans (preliminary or final) or of any other legal or

administrative action seeking to overturn the Village Council's approval of rezoning or related development plan; or

- (iv) the rezoning approval is referred to a vote of the electorate; or
- (v) a building/construction moratorium or any other ordinance, resolution, or rule is enacted or adopted by the Village that negatively impacts the Developer's intended use of the Property; or
- (vi) sufficient level of electric power service is unavailable, that would, in the opinion of the Developer, adversely affect Developer's intended use of the Property; or
- (vii) that sufficient potable water and sanitary sewer services are unavailable, or unavailable at economically feasible pricing terms for the Developer's intended use of the Property; or
- (viii) the Developer does not close on the purchase of the Property.

**G. Detachment.** In the event of cancellation or termination as described above in Section 5(F), Developer or Owner shall have the right to detach the Property from the Village and the Village agrees to assent to the detachment/de-annexation from the Village all or part of the Property or to not oppose any petition to detach/de-annex part or all of the Property.

**H. Entire Agreement, Merger Clause and Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein. The Village has reviewed other existing

and effective development agreements impacting this area and covenants that no additional road or sanitary sewer contributions or assessments are due and payable from the Property and no other existing or effective agreements impact the Property that are in effect or were established and/or controlled by the Village.

I. **Notices**. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, notices shall be addressed to:

(i) **to the Developer at:**

Sentinel Critical Operations, LLC  
a Delaware Limited Liability Company  
505 Fifth Avenue, 27th Floor  
Attn.: Josh Rabina  
Tel: 212.680.4501  
Email: josh@rabina.com

(ii) **to the Owner at:**

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(ii) **to the Village at:**

Mayor, Village of West Jefferson  
28 East Main Street  
West Jefferson, OH 43126



J. **Severability**. If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.

K. **Modifications or Amendment of Agreement**. No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.

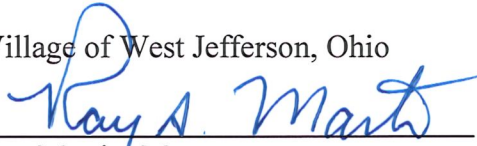
L. **Effective Date**. This Agreement shall be effective on the last date on which Developer, or Village has executed this Agreement as set forth below each party's signature.

M. **Successors and Assigns**. It is intended that the covenants, easements, agreements, promises, recoupments and duties set forth herein shall be construed as covenants and commitments that run with the land and shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the parties hereto.

N. **Time**. Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

SIGNATURES ON FOLLOWING PAGE


Village of West Jefferson, Ohio

  
\_\_\_\_\_  
Ray Martin, Mayor

3.18.25

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Village Solicitor

3/18/25

SENTINEL CRITICAL OPERATIONS, LLC, as DEVELOPER

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OHIO

COUNTY OF \_\_\_\_\_

On this day of \_\_\_\_\_ 2025, before me a Notary Public personally appeared the \_\_\_\_\_ authorized \_\_\_\_\_, representative of Sentinel Critical Operations, LLC acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of Sentinel Critical Operations, LLC and developer and owner of a controlling interest in Parcel Id. Number 05-00124.003.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

\_\_\_\_\_  
Notary Public

This day of \_\_\_\_\_, 2025

## **INDEX OF EXHIBITS**

- A. Description of Property
- B. Illustrative Concept Plan

19666061v3  
19666061v4

### Legal Description

PARCEL ONE: Situated in the State of Ohio, County of Madison, Township of Deercreek, V.M.S. 12142 and 12153, being part of a 184.38 acres conveyed to Floyd Farms Inc. by Deed Book 155, Page 623 and being more particularly described as follows:

Beginning at a point in the South line of a 6.497 acre tract conveyed to the Columbus, London, and Springfield Railway Company by Deed Book 65, Page 370 said point also at the Northwest corner of a 10.947 acre tract conveyed to Eunice C. Reed by Deed Book 228, Page 340;

Thence, with the West lines of said Reed 10.947 acre tract and 127.25 acre tract conveyed to George and Marice Lassel by Deed Book 170, Page 339, South 4 deg. 02 min. 08 sec. West, passing a 6 inch diameter concrete Highway right-of-way Monument at 15.11 feet, also passing the Northwest corner of said 127.28 acre tract at 705.12 feet, a total distance of 1698.17 feet to an iron pin set at a corner of said 127.25 acre tract;

Thence, continuing with the West line of said 127.25 acre tract South 17 deg. 48 min. 05 sec. East a distance of 801.86 feet to a 1/2 inch diameter solid iron pin found at the Northwest corner of 17.69 acre tract conveyed to James and Betty McCoy by Deed Book 228, Page 297;

Thence, with the West line of said 17.69 acre tract South 20 deg. 47 min. 34 sec. East a distance of 646.44 feet to a 1/2 inch diameter solid iron pin found at the Northeast corner of a 50 acre tract conveyed to Henry L. Floyd et al by Deed Book 269, Page 411;

Thence, with the North line of said Floyd's 50 acre tract South 81 deg. 46 min. 07 sec. West a distance of 907.59 feet to an iron pin set;

Thence, with a new division line across said 184.38 acre tract North 18 deg. 45 min. 55 sec. West, passing an iron pin set at 3269.69 feet a total distance of 3295.68 feet to a point in the South line of said Columbus, London, and Springfield Railway Company 6.49 acre tract;

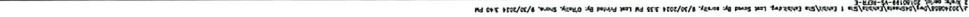
Thence, with Southern lines of said 6.49 acre tract the following three courses:

- 1) North 87 deg. 06 min. 00 sec. East a distance of 144.81 feet to a point;
- 2) South 2 deg. 56 min. 00 sec. East a distance of 10.00 feet to a point;
- 3) North 87 deg. 06 min. 00 sec. East a distance of 1460.05 feet to the point of beginning containing 78.826 acres more or less of which 0.583 acres are within the State Highway right-of-way and 78.243 acres South of said right-of-way line.

Parcel No. 05-00124.003

Address: 0 US Route 40, London, Ohio

Prior Instrument No. 200100004496 OR Book 124, Page 1201





## RECORD OF RESOLUTIONS

Resolution No. 25-015

Passed on March 17th, 2025

**RESOLUTION 25-015**, AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH SENTINEL CRITICAL OPERATIONS, FOR PARCEL #05-00124.003.

**WHEREAS**, this pre-annexation agreement (a copy which is *attached*) will begin the process for the Expedited Type 2 Annexation with the Petition/Agent SENTINEL CRITICAL OPERATIONS, LLC, for parcel # 05-00124.003 and,

**WHEREAS**, the actions before Council will be a Services Resolution, an Accepting Resolution and an Ordinance where Council shall set the zoning classification at the time of annexation (OR Chapter 1117.01); and,

**WHEREAS**, Council will take action for approval or disapproval according to the particular zoning classification's plan approval upon reception of a recommendation by Planning and Zoning Commission; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of West Jefferson, County of Madison, State of Ohio, with a majority of duly elected members thereof concurring as follows:

**SECTION I:** Council hereby authorizes the Mayor and Director of Public Service to enter into and execute, on behalf of the Village Council, a pre-annexation agreement (a copy of which is *attached*) with SENTINEL CRITICAL OPERATIONS LLC, pursuant to the annexation of 78.83 +/- acres of land located south of U.S. 40 and west of the current Village limits, with road access to U.S. 40 in Deer Creek Township, Madison County, Ohio (which land is depicted on Exhibit A, parcel # 05-00124.003, attached and referred to as the ("Property") and,

**SECTION II:** This resolution shall take effect at the earliest period of time allowed by law.

**Passed this 17th day of March, 2025**

Jennifer Warner 3-17-25  
Jennifer Warner Date  
President of Council

Date received by Mayor 3-17-25

Date Approved by Mayor 3-17-25

ATTEST:

Ray A. Martin  
Ray A. Martin, Mayor

Tisha Edwards 3-18-25  
Tisha Edwards Date  
Clerk of Council

Sections Vetoed: \_\_\_\_\_

Approved as to Form:

J. Michael Murray  
J. Michael Murray, Director of Law, or  
Joshua W. Beasley, Assistant Director of Law

3/18/25  
Date