

**ORDINANCE NO. 2021-37**  
**(AS SUBSTITUTED)**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE ADMINISTRATOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH S & G COMMERCIAL POINT LTD., MICHAEL EDWARD STRUCKMAN, TRUSTEE OF THE MICHAEL EDWARD STRUCKMAN TRUST U/T/D MARCH 31, 2003, WENDY SIZEMORE, TRUSTEE OF THE WENDY SIZEMORE TRUST U/T/D DECEMBER 12, 2019, AND ROCKFORD HOMES, INC. FOR THE ANNEXATION OF 339.371 +/- ACRES INTO THE VILLAGE OF COMMERCIAL POINT.**

**WHEREAS**, on or about May 15, 2019, the Mayor of the Village of Commercial Point entered into a Pre-Annexation Agreement with S & G Commercial Point Ltd., Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust u/t/d March 31, 2003 for the annexation of approximately 57.16 acres then located in Scioto Township into the Village of Commercial Point, which was authorized and directed by the Village Council pursuant to Ordinance 2019-04, passed on April 15, 2019; and

**WHEREAS**, S & G Commercial Point Ltd., Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust u/t/d March 31, 2003, and Wendy Sizemore, Trustee of the Wendy Sizemore Trust u/t/d December 12, 2019 ("Landowners") own an additional approximately 339.371 acres in Scioto Township, which is contiguous with the boundaries of the Village of Commercial Point; and

**WHEREAS**, the Landowners desire to develop or contract to develop the entire 339.371 +/- acres; and

**WHEREAS**, the Village has negotiated a proposed, written Pre-Annexation Agreement with the Landowners setting forth each party's respective rights and duties with regard to the 339.371 +/- acreage proposed for annexation.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:**

**SECTION 1. Authorizing and Directing Mayor and Village Administrator to Enter into Pre-Annexation Agreement.**

The Council of the Village of Commercial Point hereby authorizes and directs the Mayor and Village Administrator to enter into a Pre-Annexation Agreement in a form substantially similar to, and on substantially the same terms as, the Pre-Annexation Agreement attached hereto as Exhibit A and incorporated herein by reference, to provide for the annexation of approximately 339.371 acres owned by Landowners.

**SECTION 2. Open Meetings Certification.**

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 3. Effective Date.** This Ordinance shall take effect and be in force from the earliest date allowed by law.

Vote on Passage of the Ordinance:

Motion by: Nancy Geiger

2<sup>nd</sup>: Jason Thompson

Roll Call:

Yes Jason Thompson

Yes Aaron Grassel

No Ryan Mitchem

Yes Nancy Geiger

No Tracy Joiner

Yes Laura Wolfe

Adopted this 6<sup>th</sup> day of December, 2021.

  
Allan D. Goldhardt, Mayor

  
Wendy Hastings, Fiscal Officer

Approved as to Form:

  
Joshua Cartee, Village Solicitor

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**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (the "Agreement") is entered into, by and between: (i) The Village of Commercial Point, Ohio, an Ohio municipal corporation (hereinafter the "Village"); (ii) S & G Commercial Point Ltd., an Ohio Limited Liability Company, Michael Edward Struckman, Trustee of the Michael Edward Struckman Trust u/t/d March 31, 2003, and Wendy Sizemore, Trustee of the Wendy Sizemore Trust u/t/d December 12, 2019 (hereinafter collectively referred to as "Landowner"); and (iii) Rockford Homes, Inc. ("Rockford").

**PURPOSE**

Landowner is the owner of certain tracts of land consisting of approximately 396.527 +/- acres located on State Route 762, State Route 104 and Gibson Road in Scioto Township, Pickaway County, Ohio, being Parcel Numbers L2700010048900, L4000010001500, and L4000010001600 and being more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"), which Property is contiguous with the boundaries of the Village of Commercial Point. A portion of the Property, as more specifically described in **Exhibit B** (parcel number L4000010001500 consisting of 49.656 acres and parcel number L4000010001600 consisting of 7.50 acres) was previously annexed into the Village, pursuant to a separate pre-annexation agreement and annexation proceedings.

Landowner intends to annex an additional 339.371 +/- acres (the additional property to be annexed and/or as further described herein the "Annexed Acreage" – parcel number L2700010048900) and has or will be contracting with, *inter alia*, Rockford to re-zone, develop and build a single-family and mixed-use residential/commercial development on the Property (the entire 396.527 +/- acres), together with related public improvements, including, but not limited to, streets, drainage facilities, water lines, sanitary sewers, entry features, open spaces, community amenities, model homes, signage, possibly a school site and other public improvements and/or permanent improvements and the costs associated with or related thereto as defined under Ohio Revised Code Sections 5709.40(A)(8) and 133.15(B) (collectively, the "Public Improvements") on the Property (the "Project"). The Landowner and Rockford also intend to file for and seek approval with the Village of a proposed zoning and development plan for the Project by and through a rezoning application with the Village (the "Zoning and Development Plan"), which will proceed on a parallel path with the Annexation of the Property.

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In general, the Property and the Project would benefit from Village services including, but not limited to, sanitary sewer, water, police protection, refuse service and planning and zoning services. As described in more detail in the following sections of this Agreement, if the entire Property is annexed, the Village would, over a period of years, offer its municipal services to the Property and the Project developed thereon, subject to and conditioned upon the capacity and availability of such Village services, on a first come first served basis, as and when such service capacity is available. The mutual purposes of the Village and Landowner can be accomplished through the annexation of the entire Property to the Village, and appropriate rezoning and development under the Village's zoning ordinances for the Project.

Therefore, in order to gain mutual benefits, the Village and the parties hereto agree as follows:

1. Annexation Petition. The Landowner, Rockford and/or its agent will prepare an annexation petition for the purpose of seeking annexation of the portion of the Property not already annexed into the Village (the "Annexed Acreage," approximately 339.371 +/- acres). Landowner will sign the annexation petition agreeing to request annexation of the Annexed Acreage into the Village pursuant to Ohio Revised Code Section 709.023 and appointing Thomas L. Hart, Esquire as the petitioners' agent in connection therewith. The annexation petition may be filed solely for the Annexed Acreage or may be filed as a joint annexation petition with other parcels so long as all other parcels so joined are supported by one hundred percent (100%) of the owners of each parcel and the joinder of any such additional parcels will in no way affect the agreements of the parties memorialized in this Agreement. The petition will be filed with the Pickaway County Commissioners, as an Expedited Type 2 Annexation. Should the Village desire for its own attorney to represent its interests with regard to the annexation petition, those costs will be borne by Village. Once this Agreement is signed and accepted by the Village, Landowner agrees it will not remove its name from the petition and will continue to support the annexation of the Annexed Acreage to the Village throughout the entire annexation process, including any appeal or court action, provided however, Landowners' continued cooperation in the annexation of the Annexed Property shall be subject to and conditioned upon the Village's full and complete performance of its duties and obligations as memorialized in this Agreement.

The Landowner will provide the statutorily required affidavits to the Village for presentation to the Pickaway County Board of County Commissioners in support of the annexation of the Property and, if necessary, Landowner and/or the Village, and/or their respective agents or assigns, will testify at the request of each other

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regarding the merits of the annexation at a hearing held before the Pickaway County Board of Commissioners or subsequent court hearings not inconsistent with this Agreement.

2. Service Resolution. Pursuant to R.C. Section 709.03(D), the Village agrees to enact the appropriate Village Service Resolution stating the municipal services that will be provided to the area sought to be annexed, not less than 20 days after the filing of the annexation petition by the Landowner. The Parties to this Agreement acknowledge that, at this time sufficient sanitary sewer treatment capacity necessary to support and service the entire Development Plan and Property as it is contemplated under this Agreement is not constructed and available from the Village. For this reason, the Village's Services Resolution shall specifically state that with regard to sanitary sewer treatment, the provision of such services to the Property are subject to and conditioned upon the then available plant capacity at the time of development which shall be provided on a first come first served basis when such service capacity is available. At the discretion of and at the request of the Village Administration, the Landowner and Rockford will agree to place appropriate limits on the issuance of building permits as a condition of any approved rezoning of the Property and to make any approved Development Plan subject to such capacity limits and to limit the constructability of the Property, in a manner consistent with any ongoing sanitary sewer treatment capacity limitations, and until such capacity and supply limitations are resolved and such services are made available. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to limit the Landowner's or Rockford's ability to continuously develop the Property and/or the Landowner's or Rockford's right to access the Village's sanitary sewer service once those services are made available by the Village at sufficient capacities. The Village agrees, if requested by Landowner or Rockford, to provide witnesses for the hearing before the County Commissioners and to provide affidavits in support of its Service Resolution. The Landowner and the Village will cooperate with each other in the timing of the filing of the Petition for Annexation with Pickaway County to meet statutory requirements.

3. Zoning. The Annexed Acreage is currently zoned under the Scioto Township zoning ordinance. Contemporaneously with or subsequent to the filing or approval of the annexation petition, Landowner and Rockford, will file its Zoning and Development Plan to re-zone the Property to a Planned Unit Development ("PUD"), which PUD Zoning District will, among other things, permit the Landowner's or Rockford's intended use as a single-family, multi-family and/or mixed use residential/commercial development and allow for the installation of the related Public Improvements to support such uses on the Property as permitted uses and the

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Village will permit installation on the Property of road access, streets, drainage facilities, model homes, signage and other Public Improvements.

The parties recognize and agree it is the Landowners' and Rockford's intent to gain final zoning approval of the Zoning and Development Plan that allows for a gross density (dwelling units per acre), across the totality of the Property at or about a collective total average of 3.33 units per acre. When such Zoning and Development Plan is filed by the Landowner and/or Rockford, the Village agrees it will expeditiously process the application to re-zone the Annexed Acreage and the Property, in accordance with the timelines established by the Zoning Code of the Village of Commercial Point, and consistent with the Zoning and Development Plan and as necessary for Landowner and Rockford to obtain the approval of the Zoning and Development Plan (the "Zoning Approvals"). Furthermore, it is the Parties' intent that the Zoning and Development Plan will be considered in tandem and contemporaneously with the Village's annexation acceptance ordinance.

4. Acceptance of Annexation/Detachment of Property. The Village understands it will have between sixty (60) and one hundred twenty (120) days to accept the annexation after the annexation petition has been approved by the Commissioners and a copy of the record is filed with the Clerk of Village Council and laid before Council (ORC Section 709.04). At the request of Landowner, the Village agrees to delay acceptance of the annexation until legislative approval of the Zoning Approvals can be accomplished contemporaneously with the acceptance of the annexation.

If, for any reason, the Zoning Approvals cannot be approved or are not approved in a form or substance acceptable to Landowner, the Village agrees it will fully cooperate with, and at the request of Landowner: (i) permit Landowner to withdraw its request for the Village to accept the annexation and will not annex the Property to the Village; or (ii) to forbear from acceptance of the annexation by allowing the one hundred twenty (120) day period to expire, thus effectively rejecting the annexation of the Property. Furthermore, if for any reason: (i) The annexation approval occurs prior to or other than concurrently with the legislative approval of the Zoning Approvals and/or the Zoning Approvals are not approved to Landowner's satisfaction (or as it may be modified acceptably to Landowner in Landowner's sole discretion); or (ii) The Zoning Approvals are referred to the electorate for approval/referendum vote; or (iii) A building or other moratorium or restriction is enacted which would limit Landowner's use of the Property the Village agrees; or (iv) The Village is unable to provide sanitary service to the Property, then at Landowner's request: (i) To reconsider the ordinance accepting the annexation,

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and to rescind, repeal and reject the annexation approval; and/or (ii) To cooperate fully with Landowner to detach/de-annex the Property from the Village under applicable Ohio Revised Code procedure, and to consent to, wholly and fully support with appropriate legislative action (and not oppose) any Landowner's petition to detach/de-annex the Property from the Village and take any other action provided or required by law to detach or de-annex the Property.

5. Public Improvements. The parties agree that any development of the Property and the Project will follow all ordinary and customary Village procedures, regulations, including subdivision regulations, evaluations and studies as historically required of owners or developers of property located in the Village. The Village agrees however, the Property will generally receive approval of and for access points (road curb cuts) on SR 104, SR 762, and Gibson Road, subject to ODOT, township or county engineer approvals if applicable, including those Public Improvements that are deemed necessary in accordance therewith. The Village, Landowner and Rockford agree to further the development of the public roadways in the Village as part of the Public Improvements provided for hereunder.

The Village acknowledges that: (i) conditioned upon the payment of the Village's applicable tap fees for water and sanitary service, for the Project, and subject to the development of additional and future service capacities, public sanitary and water services are planned to be available for the development of the Annexed Acreage; and (ii) that the parties will work together to facilitate the construction of additional sanitary and water sewer infrastructure, lift station, force main, and/or other oversizing, capacity and/or other infrastructure upgrades, including treatment plant capacity, that will be necessary to serve the Property and other future development within the Village.

The Village, Landowner and Rockford also agree to further the public park and recreation facilities available to the residents of the Village and the Project ("Public Parks") and to provide for and establish multi-use paths and connectivity as between the Project and the Village.

The Village, Landowner and Rockford agree other Public Improvements for the benefit of the Village and the Project will be made by mutual agreement of the Parties hereto.

6. Funding of Public Improvements. With respect to the funding and payment of the Public Improvements as provided for herein, the Village, Landowner and Rockford agree to work together to utilize funds generated from financing sources as provided for below which will first be used for the payment of and/or

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reimbursement of the costs of the Public Improvements, all of which shall be detailed and agreed upon in connection with a separate "Public Improvements Agreement" which will be negotiated and entered into in connection with the Zoning and Development Plan. If the Public Improvements are paid for by the Village, the Landowner and/or Rockford will not be reimbursed therefore. However, if the Landowner and/or Rockford advance the funds for the completion of the Public Improvements they will be reimbursed therefore out of funds generated from the Public Improvements Agreement as provided for below (e.g. TIF and/or CDA revenues, or other customary reimbursement methods.)

As part of the Public Improvements Agreement, the Village, Landowner and Rockford agree to take all steps necessary, subject to applicable Ohio law, to: (i) approve a portion of the Annexed Acreage, not to exceed three hundred (300) acres, as and for an Incentive Tax District pursuant to ORC Sections 5709.40, 5709.42, and 5709.43 et. seq. including a series of Tax Increment Financing and/or Incentive District(s)/Area(s); (ii) to establish one or more commercial Tax Increment Financing Districts including a series of Tax Increment Financing and/or Incentive District(s)/Area(s) in connection therewith (subparagraphs (i) and (ii) are hereinafter collectively referred to as the "TIF's"; (iii) to establish a community development authority for the Project ("CDA"); and/or (iv) to use other financial mechanisms available under Ohio law. The funds generated therefrom will be used to fund a portion of or all the Public Improvements for the Project (including, but not limited to, the construction and/or extension of utilities, sanitary sewer treatment plant or water supply capacity, creation of parks, open space amenities, multi-use paths and road improvements). To the extent not paid for by the Village the funds generated therefrom will first be used to reimburse the Landowner and/or Rockford for monies expended by them in connection with the construction of Public Improvements related to development of the Project and/or in the general area where the Property is located.

In connection with Public Improvements relating to utility services for the Project the Parties agree to work cooperatively on the financing and engineering plans necessary to ensure that the Project can be fully served by the provision of Village sanitary sewer and water services. In this regard, the Landowner and/or Rockford shall bear the cost of the installation of the infrastructure for the utility services necessary to serve the areas in the Project as they are being developed provided, however, the Village will be responsible for the costs and expenses relating to oversizing and/or other infrastructure upgrade costs of those Public Improvements to the extent for the benefit of the Village and areas outside of the Project (the "Utility Costs for the Benefit of the

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Village”). The Utility Costs incurred for the Benefit of the Village will either be paid for by the Village and/or reimbursed to the Landowner or Rockford by and through amounts generated from the TIF funds, CDA funds, all of which shall be negotiated and finalized in a written Development Agreement.

The Village further agrees that for water and sanitary taps purchased for residential development in the Project, the fees collected for the installation of such taps shall be specifically allocated for and used by the Village to fund the Public Improvements relating to the expansion of the Village’s public water and sanitary services to service the Project.

The Landowner, Rockford and the Village will cooperate with each other, when possible, in the negotiation of TIF and/or CDA Agreements, to maximize the benefit of the TIFs and the CDAs for the future benefit of the Village and other parties hereto.

7. Standard of Conduct by the Village. In all matters related to the (i) adoption of the statutorily required Village Services Resolution; (ii) the re-zoning of the Property and the granting of the Zoning and Development Approvals in accordance with the terms of this Agreement; and (iii) the implementation of the other terms of this Agreement, the Village will act in good faith with all reasonable dispatch, concurrent with the timing and requirements of the annexation and zoning process and use its best efforts to complete those processes contemporaneously with the acceptance of the annexation of the Annexation Acreage, in accordance with the Village zoning procedures and applicable law.

8. Condition Precedent. Landowner and the Village acknowledge and agree that this Agreement is not effective until authorized to be executed by formal action of the Village Council and shall take effect upon such approval and execution. Landowner and the Village also acknowledge that any action on a rezoning or annexation matter must be formally approved by the Village Council to become effective.

9. 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 No. \_\_\_\_\_ on \_\_\_\_\_, the Village authorized the execution of this Agreement.

(b) **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 as to conflict in



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law, impracticality, and/or acts of God provided however the Village will wholly cooperate with Landowner in rescinding its application for annexation and/or detachment of the Property from the Village as described in Section 4 of this Agreement. .

(c) **Remedies.** Except as otherwise limited by ORC Chapter 2744 as to action for or against the Village, the Parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges, and rights of this Agreement and the specific enforcement thereof, including rescission of this Agreement and/or detachment of the Property.

(d) **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto per the laws, ordinances, resolutions, regulations, or policies in effect at the time of the execution of this Agreement.

(e) **Assignment of Agreement.** By the execution of this Agreement, the Village expressly consents to the assignment or partial assignment of the Agreement by the Landowner or Rockford, in their discretion to third parties, specifically including third parties providing for the construction of and payment or reimbursement of Public Improvements. The Parties agree that Landowner may transfer all or any portion of the Property and assign this Agreement (as it relates to that portion of the Property) to any individual, corporation, limited liability company, partnership, limited partnership, trust, or any other person that is related to, owned by, or affiliated in any way with Landowner's at Landowner's sole discretion without the consent of the Village. If the Landowner or Rockford assigns any part of this Agreement to any third party, the Landowner or Rockford, as applicable, shall promptly provide the Village with written notice of such assignment.

(f) **Addresses for Notices.** Notice to the Parties as required or provided for herein shall be in writing and shall be deemed if given or sent in typed memo or e-mail form to all Parties of this Agreement, or such other method as mutually agreeable:

If to Landowners: Mr. Michael E. Struckman  
8960 State Route 762  
Orient, Ohio 43146

Wendy Sizemore  
8960 State Route 762  
Orient, Ohio 43146

With copy to: Richard T. Ricketts

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Ricketts & Clark Co., LPA  
50 Hill Road South  
Pickerington, Ohio 43147  
rtr@rickettsclark.com  
DD: 614-834-8246  
Fax: 614-834-8238

and

Robert Yoakam  
Rockford Homes, Inc.  
President/CEO  
999 Polaris Parkway Suite 200, Columbus, OH 43240

DD:

Thomas L. Hart  
Isaac Wiles & Burkholder LLC  
Two Miranova Place, Ste. 700  
Columbus, Ohio 43215  
thart@isaacwiles.com  
DD: 614-340-7415  
Fax: 614-365-9516

If to Village: Dinsmore & Shohl LLP  
c/o Joshua Cartee  
191 W. Nationwide Blvd., Suite 300  
Columbus, Ohio 43215  
joshua.cartee@dinsmore.com

With a copy to: Mayor, Village of Commercial Point  
PO Box 56  
10 West Scioto Street  
Commercial Point, Ohio 43116  
614-877-9248

(g) **Relative Rights.** The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.

(h) **Entire Agreement Merger Clause; 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, and 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.

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(i) **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.

(j) **Cooperation.** The Village will cooperate with Landowner and/or Landowner's developer agent, if any, to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.

(k) **Modifications or Amendment of Agreement.** No modifications, amendments, alterations, or additions shall be made to this Agreement except as approved by Village Council and in a writing signed by all Parties hereto. Landowner may fully rely on an opinion of counsel for the Village that any amendment or modification has been duly authorized by the Village and/or one or more of its representatives.

(l) **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(m) **Execution.** Both parties shall provide an original (wet) signature on the same copy of this document, which will constitute the original of this Agreement. Each party shall be provided with at least two (2) copies of the fully executed agreement.

(n) **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

(o) **Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement and/or the annexation of the Property.

(p) **Effective Date.** This Agreement shall be effective when signed by all the Parties hereto.

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

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below. This Agreement shall be effective on the date last executed.

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Signed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**The Village of Commercial Point**

By: \_\_\_\_\_  
Allan D. Goldhardt, Mayor

By: \_\_\_\_\_  
D. Ross Crego, Village Administrator

**Landowner:**

\_\_\_\_\_  
Mr. Michael E. Struckman, Managing Member  
on behalf of S&G Commercial Point, LTD

\_\_\_\_\_  
Michael Edward Struckman, Trustee of the  
Michael Edward Struckman Trust u/t/d  
March 31, 2003

\_\_\_\_\_  
Wendy Sizemore, Trustee of the  
Wendy Sizemore Trust u/t/d  
Dated December 12, 2019

**Developer:**

Rockford Homes, Inc.

\_\_\_\_\_  
By: Robert Yoakam, President

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joshua Cartee, Village Solicitor

**FISCAL OFFICER CERTIFICATION:**

\_\_\_\_\_  
Wendy Hastings, Village Fiscal Officer

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**EXHIBIT "A"**

