

2025-R-21 Exhibit A

REBURIAL AGREEMENT

THIS REBURIAL AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between **DOYLE HUGHES DEVELOPMENT, LLC**, an Ohio limited liability company (“Doyle”), and the **CITY OF BELLBROOK, OHIO**, an Ohio municipal corporation (the “City”). Doyle and the City may be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, Doyle is the developer of certain real property located at 3634 Feedwire Road, Sugarcreek Township, Greene County, Ohio (the “Feedwire Farm”), a portion of which is commonly referred to as the Huston Cemetery (the “Original Site”); and

WHEREAS, the future development of the Feedwire Farm requires the construction of a public right-of-way within the area historically occupied by the Original Site; and

WHEREAS, the Original Site includes a gravestone marking the final resting place of John Huston Jr., who died July 13, 1833, and may contain additional unknown human remains, funerary objects, and cultural items (collectively, the “Remains”); and

WHEREAS, the Remains currently remain interred at the Original Site and must be lawfully disinterred and reinterred before the construction of the right-of-way may proceed; and

WHEREAS, by Sugarcreek Township Resolution No. 2024.09.16.02, adopted as part of ZC Case 03-2024, the Board of Trustees of Sugarcreek Township formally approved the disinterment and reburial of the Remains from the Original Site to an alternate, lawful location, with a stated preference for relocation to a pioneer cemetery; and

WHEREAS, the City is the owner and custodian of the Pioneer Cemetery, located at 3851 Upper Bellbrook Road, Bellbrook, Ohio 45305 (the “Pioneer Cemetery”), which has been designated as a suitable and permanent reinterment location for the Remains; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the respectful and lawful disinterment, transfer, and reburial of the Remains at the Pioneer Cemetery in accordance with applicable federal, state, and local laws, at no cost to the City.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to authorize Doyle, by or through an appropriate agent, to disinter and reinter the Remains from the Huston Cemetery to the Pioneer Cemetery in accordance with Ohio law, including any rules and standards of the Ohio Department of Commerce, Division of Cemeteries.

SECTION 2. DISINTERMENT AND REBURIAL RESPONSIBILITIES. Doyle shall be solely responsible for all costs, coordination, and implementation of the disinterment, transportation, and reburial process, including: (i) obtaining and complying with all required permits, authorizations, and supervision necessary to lawfully remove and reinter the Remains; (ii) transportation, handling, and respectful placement of the Remains at the Pioneer Cemetery; and (iii) site preparation, restoration, and any required monument or marker installation at the designated reinterment location. All disinterment and reinterment work shall be conducted in a dignified and respectful manner, consistent with accepted professional and cultural standards, and in consultation with any appropriate descendant or community representatives.

SECTION 3. CITY AUTHORIZATION. The City hereby authorizes the reinterment of the Remains at the Pioneer Cemetery in the location approved by the City Manager and subject to the City's reasonable oversight and inspection. The City shall not be responsible for any costs, permits, or liabilities arising out of or related to the disinterment or reburial.

SECTION 4. COMPLIANCE. Doyle shall comply with all applicable federal, state, and local laws, all rules and regulations of the Ohio Department of Health, and the Ohio Department of Commerce, Division of Cemeteries governing the treatment, transportation, and reinterment of human remains and associated funerary objects. Doyle shall also comply with all terms and conditions of Sugarcreek Township Resolution No. 2024.09.16.02 and any directives issued by the Township in connection with the treatment, transportation, and reinterment of human remains and associated funerary objects.

SECTION 5. INDEMNIFICATION. To the fullest extent permitted by law, Doyle shall defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising from or related to Doyle's performance of this Agreement or the disinterment and reinterment of the Remains.

SECTION 6. NO COST TO CITY. All work, materials, services, permits, and expenses associated with this Agreement and the disinterment and reburial of the Remains shall be performed and provided by Doyle at no cost to the City. The City shall not incur any future obligations as a result of the disinterment and reburial of the Remains aside from those in which the City customarily provides to the Pioneer Cemetery or as required by applicable law.

SECTION 7. COMPLETION AND DOCUMENTATION. Upon completion of the reinterment, Doyle shall provide the City with written certification, confirming that all disinterment and reburial activities were completed in compliance with applicable laws, professional standards, and the conditions of approval set forth by Sugarcreek Township.

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SECTION 8. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, whether oral or written.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 10. EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DOYLE HUGHES DEVELOPMENT, LLC

an Ohio limited liability company

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BELLBROOK, OHIO

an Ohio municipality

By: _____

Rob Schommer, City Manager

Date: _____

Approved as to Form:

By: _____

Stephen M. McHugh, Law Director

Date: _____