



City of Huron
Agenda for the Planning Commission/DRB
Wednesday, July 19, 2023 5:00pm.

I. Call to Order

II. Roll Call

III. Adoption of the Minutes (5-17-23)

IV. Audience Comments (3-minute time limit) *Please step to the podium and state your name and address for the record.

V. New Business

PPN 42-00918.000- 1710 Sawmill Parkway- Parking Lot addition

PPN 42-00638.000- 910 Main Street - Replacement Signage

Motion to set a Public Hearing for a Re-Zoning Application submitted by Sawmill Creek LLC for properties annexed into the City of Huron (September 20, 2023 at 5pm)

VI. Old Business

VII. Staff Report

VIII. Adjournment



TO: Chairman Boyle and members of PC/DRB
FROM: Erik Engle, Planning Director
RE: 1710 Sawmill Parkway- Parts Authority
DATE: July 19, 2023

Current Zoning District: I-2 **Parcel No.:** 42-00918.000

Existing Land Use: Automotive Sales

Property Size: +/- 4.9043 acres

Traffic Considerations: heavy commercial traffic roadway

Project Description

The applicant has advised the proposed parking lot expansion will be for customer and employee parking and will add 59 additional parking spaces to the parcel, bringing the total number of spaces to 74.

Staff Analysis:

Parking Requirements:

No addition to structure or new construction on site; minimum parking requirements – 1 per 800 sf indoor

Total sf 40,270; 50 minimum spaces required. 74 spots total based on proposed 59 plus existing parking spaces (15)

Pursuant to 1133.09 (a) surface parking areas may not exceed 125% of the required minimum number of vehicle parking spaces per 1133.03 (automotive sales). 74/50 is 1.48 which exceeds the maximum of 1.25. The total number of spaces need to be reduced to 62 spaces in order to meet the maximum limit.

Landscape Requirements:

No landscaping was included in the initial proposal and should be incorporated into the proposal pursuant to 1131.05 Parking Lot Landscaping.

Section 1131.05

(a) Perimeter Parking Lot Landscaping. Perimeter parking lot landscaping is required in the instance that any portion of the parking surface is within twenty (20) feet of a public right-of-way or abuts any residentially zoned district. Landscaping shall be placed along any edge or surface that generally faces the right-of-way to screen the parking area from view of pedestrian and vehicular traffic. Perimeter

parking lot landscaping provides for the enhancement and screening of parking lots and enhancement of the streetscape. The perimeter parking lot landscape yard must be improved as follows:

(1) The perimeter landscaping must be a minimum of ten (10) feet in depth when abutting a residential district and five (5) feet in depth when facing a public right-of-way. In both cases it must span the full length of the parking surface that either abuts a residentially zoned district or faces the public right-of-way.

(2) Parking Lot screening when abutting residential district. A single hedge row is required to be planted with one (1) shrub every forty-eight (48) inches on center, spaced linearly. The shrubs must measure a minimum of thirty-six (36) inches at installation.

(3) Public Right-of-Way Parking Lot Screening. Any materials, including plantings or decorative materials used within the landscape to screen the area from the view of the public right-of-way shall not exceed six (6) in height. Plants shall be spaced evenly and consist of a combination of hedges, shrubs, perennials, and live ground cover. Perimeter landscape yards shall be designed to enhance the streetscape, yet not hinder the use or safe flow of pedestrian and vehicular traffic. Any remaining area between the landscape yard and the curb not dedicated for walkways, accessory uses, access lanes, or other approved uses shall be covered with turf or ground cover at a minimum.

(4) Alternatively, a low landscape wall or ornamental fencing the height of which provides effective screening may be used instead of shrubs. Where possible, plant materials must be installed between the public right-of-way and the wall to provide a softening effect on the wall.

(5) All perimeter parking lot landscaping areas must be protected on the side adjacent the parking lot with raised curb. Curb openings are required to allow water to infiltrate into the landscape areas as permitted by grading. (b) Interior Parking Lot Landscaping.

(1) For parking lots consisting of twenty (20) or more spaces, interior parking lot landscaping is required.

(2) One (1) parking lot island must be provided for every fifteen (15) parking spaces. As part of the landscape plan approval, parking lot island locations may be varied based on specific site requirements or design scheme, to be approved as part of the landscape plan, but the total number of islands must be no less than the amount required one (1) island for every fifteen (15) spaces. Where feasible, all rows of parking must terminate with a landscape island.

(3) Parking lot islands and peninsulas must be at least the length of the adjacent parking spaces and six (6) feet wide measured across.

(4) Landscaping shall not be installed as to interfere with the safe travels of both vehicular and pedestrian traffic, or to encroach upon proper sight-line clearances.

(5) Parking lot islands must be designed in order to employ sustainable storm water runoff. All islands and landscaped areas must be properly drained to ensure survivability.

(6) The following plantings are required in parking lot islands and landscaped areas:

A. Small shade trees or ornamental trees must be the primary plant materials used in parking lot islands and landscaped areas. Shrubs, hedges and other plant materials may be used to supplement the primary plantings but must not create sight line visibility concerns for automobiles and pedestrians.

B. The remaining area of a parking lot island must be covered with shrubs, turf, live groundcover, perennials or ornamental grasses. Mulch is required to fill in planting areas for early growth protection until the groundcover is established and covers the planting area. It is encouraged to mulch bare areas for three (3) to five (5) years, or until the plant material is fully established in the parking islands.

Staff Recommendation:

Staff recommends approval with the following conditions:

1. Provide staff with a full parking site plan layout including existing spaces to be restriped.
2. Circulation lanes/spaces clearly dimensioned pursuant to 1133.16 (a)(b)(c)
3. Parking lot to be curbed pursuant to site improvement requirements listed in 1133.16 (e)
4. Reduce the number of parking spaces to 62 pursuant to 1133.09(a)
5. Incorporate end cap landscape islands at the end of each parking row pursuant to 1131.05
6. Incorporate a landscape buffer between the curb and yard especially abutting the front yard. This will soften the appearance of the parking lot in the front of the building along the right-of-way (1131.05(a)).

6/20/23
EMAIL

Planning Commission (PC)

Commercial Site Plan Application/Design Approval- Exterior/Design-Signage Only

DATE: 6/16/23

Property Owner

Name: Sawmill Realty Investors LLC
Address: 1710 Sawmill Parkway, Huron, OH 44839
Phone: 440-420-8444
Email: jgawlak@partsauthority.com

Applicant

Name: Clare Brezinski
Company/Business Name: M.J. Griffith Paving, Inc.
Mailing Address: 4570 French Creek Rd., Sheffield Vlg, OH 44054
Phone: 440-240-9600
Email: clare.mjg.paving@gmail.com

Location and Description of Project

Address: 1710 Sawmill Parkway, Huron County Parcel #: _____
Existing Use: _____ Acreage/Area of Site: _____
Proposed Use: _____ Lot # (if applicable): _____
Estimated Value of Project: \$65,645 Total SF: 12,863

☒ New Construction
☐ Addition to Existing Structure

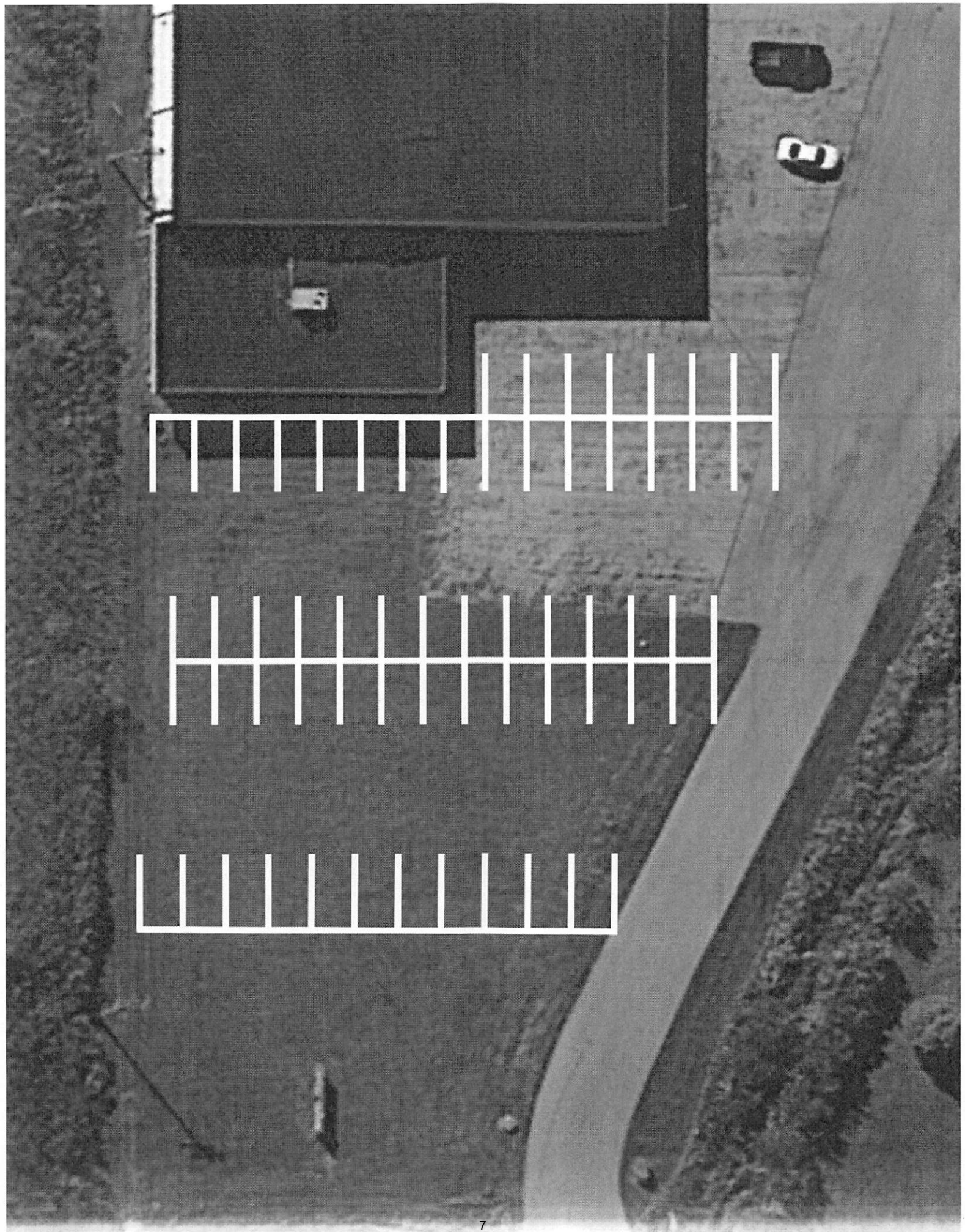
☐ Demolition
☐ Other: Asphalt

Zoning District:	R-1	R-1A	R-2	R-3	B-1	B-2	B-3	I-1	I-2	P-1	M
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Flood Zone:	A	AE	AO	AH	X (shaded)	X	(Definitions 1135.02(14))
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Description of Project:

install new parking lot in asphalt. Sheet drain



4570 French Creek Road
Sheffield Village, OH 44054
Phone: 440-240-9600
Fax: 440-240-9603
Email: mjgriffithpaving@gmail.com



- ASPHALT SEALING
- SITE DEVELOPMENT
- SEWERS
- EXCAVATING
- PARKING AREAS
- DRIVEWAYS
- INDUSTRIAL
- COMMERCIAL
- STRIPING

CONTRACT

SUBMITTED TO:

Name: Parts Authority/ Attn: Greg & Jeff Gawlak
Street: 1710 Sawmill Parkway
City: Huron
State: OH Zip: 44839

Date: 6/15/2023

Page 1 of 1

Job/Quote: 22-31012 Revised 2

Re:

City:

Office: 419-616-7000 Jeff: 440-420-8444

Email: gmahler@partsauthority.com, jgawlak@partsauthority.com

We hereby submit specifications and estimates to supply labor and materials for the following: *(Greater depths of materials quoted upon request)*

Item 1: Approximately 12,863 sq ft - Expand parking lot

Excavate dirt and haul off site

*Add 6" of 411/304 limestone

Grade, level & compact

Pave with 2 courses of asphalt 4" total average

2 1/2" 301 base course asphalt

1 1/2" 448-1 surface course asphalt

Hand tamp edges

Gutter seal edges

Stripe new pavement

\$65,645.00

*Any additional stone, some may be needed

Per Ton \$32.95

Install new bumper blocks (if owner wants)

Each \$85.00

Approved

NOTE: Not responsible for edge cracks, stress cracks, tire scuffing, etc.

Not responsible for any potential damage to concrete during construction if applicable

100% positive drainage may not be obtainable due to existing elevations

Not responsible for any potential puddles

Not responsible for any potential discoloration from roller dust/rust

The owner may want to backfill edges with dirt after pavement is placed if applicable

The bid is based on the itemized item(s) above, if an item is not written out in verbiage, it is not quoted and can be quoted upon request

These prices are subject to change without notification per our supplier. We can hold the above price for the 2023 paving season upon receipt of a \$100.00 deposit & a signed contract by 6/28/2023.

(Prices on this quote may be adjusted accordingly as we receive new price information for 2023)

We are a member of the Better Business Bureau and in a DRUG-FREE WORKPLACE PROGRAM in cooperation with Workers Compensation of Ohio

Any permits, if needed by the Owner or we, can obtain for the cost of the permit plus \$50.00. Deposits are not refundable.

TERMS: Payment due in full upon receipt of invoice.

A service charge of 1.5% per month for an APR of 18% will be added to all accounts over 30 days. A lien will automatically be placed against all accounts not paid within 30 days of the invoice. Owner/Contractor shall be responsible for, but not limited to all legal fees and/or any collection services that are necessary. All work to be completed in a workmanlike manner according to standard procedures. Asphalt is comprised of various sizes of stone and sand; your pavement will vary in texture and look rough or porous in some areas. All agreements in this contract are contingent upon strikes, accidents, or delays beyond our control. THE OWNER/CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY INSURANCE AND/OR ANY PERMITS IF NEEDED. We are not responsible for reflective cracking, any damage beyond the curb, including cracking of apron & sidewalk, landscaping, pavements from our equipment passing over, or any drainage problems due to existing elevations. We do not guarantee any pavement against cracking, not limited to frost action, expansion or contraction, excessive loading, or settlement of the sub-grade. M. J. Griffith Paving, Inc. reserves the right to adjust quoted prices due to unforeseen market conditions and force majeure at any time. M.J. Griffith Paving, Inc. reserves the right to cancel this contract at any time. There is no warranty unless stipulated.

Note: This proposal may be withdrawn by us if not accepted within 30 days or sooner if we experience a material price increase.

Once we have a signed and dated Contract, we will place you on our Work-To-Do List.

When we get closer to scheduling time, we will contact you.

Authorized Signature

Clara Brezinski

Acceptance of Contract

The above prices, specifications, and conditions are satisfactory and are hereby accepted. For value received, the undersigned personally and unconditionally guarantee payment under this contract, including court costs, and expenses of collection including attorney fees or interest, and principal. The liability of the undersigned shall not be contingent on the pursuant of any remedies against the subcontractor. You are authorized to do the work as specified.

Payment will be made as outlined above. My signature is my acceptance of the Contract.

Please indicate above, which items you wish to have done

Signature: *[Signature]*

Date: 6/15/23

Signature: _____

Date: _____

Christine Gibboney

From: Clare Brezinski <claremjgpaving@gmail.com>
Sent: Tuesday, June 27, 2023 9:40 AM
To: Christine Gibboney
Subject: Re: City of Huron -Planning Commission Application
Attachments: authority.png

1. Can you advise of the need for the parking lot expansion- will this be customer parking , loading area, employee parking, etc.... - Customer and employee parking
2. The code specifies parking lot areas be based on factors such as building size and number of employees etc. - 74 parking spots just for staff and company vehicles.
3. We would need to see the proposed striping plan and number of spaces being proposed. - 59 including re-striping of the current lot (attached is the approximate parking layout based on size of lot)

On Tue, Jun 27, 2023 at 8:49 AM Christine Gibboney <christine.gibboney@huronohio.us> wrote:

Clare,

Good morning. Our Planning Director began review of your application and code requirements relative to parking regulations and he will need further information to complete review.

1. Can you advise of the need for the parking lot expansion- will this be customer parking , loading area, employee parking, etc....
2. The code specifies parking lot areas be based on factors such as building size and number of employees etc.
3. We would need to see the proposed striping plan and number of spaces being proposed.

If you can get back to us with this detail, we can continue review for compliance. I have attached a link below to our ordinances – you would be looking for the

Planning & Zoning Code : Chapter 1133: <https://www.cityofhuron.org/government/city-council/charter-codified-ordinances>

Thanks,

Christine M Gibboney

Administrative Assistant-
Permit Tech

419-433-5000 ext. 1302

zoning@huronohio.us



419 Main St | Huron, OH 44839

From: Clare Brezinski <claremigpaving@gmail.com>
Sent: Monday, June 19, 2023 10:06 AM
To: Christine Gibboney <christine.gibboney@huronohio.us>
Subject: Permit application

Hello,

Please see attached. Let us know what else you need from us. Also attached is the contractor Registration.

--

Thank you -

Clare Brezinski

M.J. Griffith Paving, Inc.

4570 French Creek Rd.

Sheffield Village, OH 44054

440-240-9600 Office

440-240-9603 Fax

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Thank you -

Clare Brezinski

M.J. Griffith Paving, Inc.

4570 French Creek Rd.

Sheffield Village, OH 44054

440-240-9600 Office

440-240-9603 Fax



TO: Chairman Boyle and members of PC/DRB
FROM: Erik Engle, Planning Director
RE: 910 Main Street- Central Basin Bait, Tackle & Carryout (currently Armstrong Drive Thru)
DATE: July 19, 2023

Current Zoning District: B-2 Downtown Business Parcel No.: 42-00638.000

Existing Land Use: Retail/Drive Thru Carryout

Property Size: +/- 0.70 acres

Traffic Considerations: N/A

Project Description

The applicant is seeking design approval of two (2) replacement sign panels within existing frames to authorize a change in ownership/name change from the current Armstrong Drive Thru to Central Basin Bait, Tackle & Carryout.

Staff Analysis:

The proposed sign meets existing size requirements set for a B-2 zoning district (max 24 sf); the proposed sign plate replacement is 14 sf.

From a design standpoint, the sign is vinyl with three colors; blue, green, and white. Staff feels the proposed sign is an appropriate replacement based on materiality, scale, and colors; furthermore staff finds the proposal meets the Design Review criteria listed in Chapter 1141 Design Review Regulations.

Staff Recommendation:

Staff recommends approval of the sign as proposed.

Planning Commission (PC)

Commercial Site Plan Application/Design Approval- Exterior/ Design-Signage Only

DATE: 6-12-23

Property Owner

Name: 910 Main Huron LLC
Address: 743 Twp Highway 14- Sycamore, OH 44882
Phone: _____
Email: _____

Applicant

Name: Monica L. Fletcher
Company/ Business Name: Brady Signs Co.
Mailing Address: 1721 HANCOCK ST. SANDUSKY - OH 44870
Phone: 419-426-5112
Email: monica@bradysigns.com

Location and Description of Project

Address: 910 Main Street County Parcel #: 42-00638.000
Existing Use: ARMSTRONG DRIVE THRU Acreage/ Area of Site: .7005
Proposed Use: CENTRAL BASIN BART, TACKLE CARRY OUT Lot # (if applicable): _____
Estimated Value of Project: 127500 Total SF: 14.05 x 2 faces = 28.10

☐

New Construction

☐

Demolition

☐

Addition to Existing Structure

☒

Other:

Replacement sign face

Zoning District:	R-1	R-1A	R-2	R-3	B-1	B-2	B-3	I-1	I-2	P-1	M
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Flood Zone:	A	AE	AO	AH	X(shaded)	X	(Definitions 1135.02(14))
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Description of Project:

Dispose of existing (2) sign faces. Then INSTALL (2) new
28" x 22.25" sign faces with vinyl graphics.

SECTION 1. SITE PLAN APPROVAL

*The application fee of \$150.00 and a complete site plan with following information must be included with this application and provided in a PDF format:

- ☐ Legal Survey or Plat
- ☐ Dimensions of the Lot/ Property Lines
- ☐ Size and Location of the Existing Structure (if applicable)
- ☐ Size and Location of the Proposed Structure
- ☐ Front, Rear, and Side Setbacks of Existing Structure (if applicable)
- ☐ Front, Rear, and Side Setbacks of Proposed Structure
- ☐ Height of the Proposed Structure
- ☐ Location of Sidewalks, Driveways, Drive Aisles, Parking Areas (with markings), Fire
- ☐ Lanes Location of all utility connections and infrastructure
- ☐ Plan for any curb cut/ apron connection to public street

***A complete drainage plan must be included for projects that result in grading, paving, site modification, or new construction.**

SECTION 2. DESIGN APPROVAL (EXTERIOR, LANDSCAPING, LIGHTING, SIGNAGE) *

The application fee of \$150.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

- ☐ Photographs of Existing Conditions
- ☐ Elevations of Proposed Modifications
- ☐ Paint or Color Samples
- ☐ Exterior Building Material Samples
- ☐ Landscape Plan
- ☐ Exterior Lighting Plan
- ☐ Commercial Signage- Site Plan, Colored Elevations, Description of sign materials, Illumination specifications. Complete the table below:

Sign Type (circle)				Dimensions			
Sgn #1:	Wall	Window	Other:	Height	Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	
						sq. ft.	ft.

Sign Type (circle)				Dimensions			
Sgn #2:	Wall	Window	Other:	Height	Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	
						sq. ft.	ft.

Sign Type (circle)				Dimensions			
Sgn #3:	Wall	Window	Other:	Height	Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	
						sq. ft.	ft.

Sign Type (circle)				Dimensions			
Sgn #4:	Wall	Window	Other:	Height	Width	Display Area	Height (if ground)
	Ground	Changeable Copy			X	=	
						sq. ft.	ft.

SECTION 3. DESIGN APPROVAL (COMMERCIAL SIGNAGE ONLY) * The application fee of \$50.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

- Signage Site Plan with all setback dimensions
 Rendering(s) of all signs with detail of dimensions, construction materials, graphics, illumination

Sign Type (circle)			Dimensions			
Sign #1:	Wall Ground	Window <u>Changeable Copy</u> Other: <u>Face Replacement</u>	Height <u>28</u>	Width <u>72.25</u>	Display Area <u>14.05</u> sq. ft.	Height (if ground) ft.
Sign #2:	Wall Ground	Window <u>Changeable Copy</u> Other:	Height X	Width =	Display Area sq. ft.	Height (if ground) ft.
Sign #3:	Wall Ground	Window <u>Changeable Copy</u> Other:	Height X	Width =	Display Area sq. ft.	Height (if ground) ft.
Sign #4:	Wall Ground	Window <u>Changeable Copy</u> Other:	Height X	Width =	Display Area sq. ft.	Height (if ground) ft.

PLEASE NOTE: Upon approval from the Planning Commission, your project may require Engineering Plan review and Storm Water/ Erosion Control Plan review, associated fees will apply. Zoning and/ or Building Permits may be required, associated permit fees will apply. All Contractors on your project must be registered with the City. Contact the Planning and Zoning Department with any questions: 419-433-5000 ext. 1302.



I hereby certify that I am the owner of record of the named property or that the proposed work is authorized by the owner of record and/ or I have been authorized to make this application as an authorized agent, and we agree to conform to all applicable laws, regulations, and ordinances. All information contained within this application and supplemental materials is true and accurate to the best of my knowledge and belief.

Applicant Signature: Monica L. Fletcher Date: 6-12-23
 Owner Signature: Don E. Fletcher Date: 6-12-23

For Departmental Use Only:

Date of Submission: 6/22/23 Application Fee: ✓ PC Meeting Date: 7/19/23



OWNER CONSENT FOR SIGN INSTALLATION & PERMITS

Business Name Central Basin Bait Tackle and Carryout

Job Site Address 910 Main St

Huron, OH 44839

Date: 6/8/2023

Customer Name: Aric Rothlisberger

Phone Number: 4196020750

Email Address: centralbasinbtc@gmail.com

Relating to the above reference job and as of this date, I acknowledge that Brady Signs has my authorization to:

- ☒ Complete sign installation
- ☒ Apply for and receive permits on behalf of my business
- ☐ Other _____

Production of new signage will not commence until full permit approval is granted at which time the estimated lead time for project completion noted on the estimate will begin.

DocuSigned by:
Aric Rothlisberger
CS0400156838474

Customer Signature

Aric Rothlisberger

Customer Name (printed)

1721 Hancock Street • Sandusky, OH 44870

p: 419.626.5112 • f: 419.625.5985

BRADYSIGNS.COM



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BRADY
SIGNS

1721 Hancock Street
Sandusky, OH 44870
Phone: 419-626-5112
www.bradydesigns.com

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Customer: Central Basin Bait, Tackle & Drive Thru

Date: 6/6/23

Location: 910 Main Street, Huron OH 44839

File Name: Dwg77091A

Client Approval: _____

Title: _____

Date: _____



PROPOSED SIGNAGE
Scale: NTS



CURRENT SIGNAGE
Scale: NTS

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BRADY
SIGNS

1721 Hancock Street
Sandusky, OH 44870
Phone: 419-626-5112
www.brady signs.com

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Customer: Central Basin Bait, Tackle & Drive Thru

Date: 6/6/23

Location: 910 Main Street, Huron OH 44839

File Name: Dwg77091A

Client Approval: _____

Title: _____

Date: _____



PROPOSED SIGNAGE
Scale: NTS



ACRYLIC SIGN PANELS

Scale: 1" = 1'-0"

Fabricate & Install (2) New Acrylic Sign Faces
Translucent Digitally Printed Graphics

Cut Size: 28" x 72.25"
VO: 25.5" x 70.375"

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1721 Hancock Street
Sandusky, OH 44870
Phone: 419-626-5112
www.bradysigns.com

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Customer: Central Basin Bait, Tackle & Drive Thru

Date: 6/6/23

Location: 910 Main Street, Huron OH 44839

File Name: Dwg77091A

Client Approval:

Title:

Date:



TO: Chairman Boyle and Members of the Planning Commission
FROM: Erik Engle, Planning Director
RE: Sawmill Creek Re-zoning Application
DATE: July 17, 2023

Staff Report

Request From: R-1 Single Family Residential (pursuant to 1121.05(g) of the Codified Zoning Ordinance)

Request To: B-3 General Business; to accommodate existing uses and any future uses of the site moving forward

Proposal: Not applicable at this time

Location: Sawmill Creek Resort; 400 Sawmill Creek Dr. W, Huron OH, 44839;

Parcel Nos.: 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.017, 39-01076.001, 39-01076.003

Owner/Applicant: Brian Witherow, CFO

Representative: Joshua Fox, Architect

Staff Recommendation: Set the public hearing date for September 20th, 2023

Subject Matter/Background

Huron City Council has referred the application for the rezoning of the recently annexed Sawmill Creek Resort to the Planning Commission for consideration and recommendation.

The applicant is requesting consideration for a rezoning from the current R-1 (Single Family) to B-3 (General Business) Zone to allow for any future expansion of existing structures/uses.

Project Description:

Based on the recent annexation of Sawmill Creek Resort into the City of Huron limits, our zoning code sets such districting as a temporary default R-1 Single Family residential until the Planning Commission recommends to Council a more suitable zone. Representatives for Sawmill have been working with staff and find that the most appropriate zone for all existing and future uses will be a B-3 General Business zoning district as established in the existing codified ordinances.

Exact code language is referenced below --

Section 1121.05 (g) *Property Not Included; Annexation.* *In every case where property has not been specifically included within a district, the same is hereby declared to be in the R-1 District. Territory annexed to or consolidated with the City subsequent to the effective date of this section shall, upon the effective date of such annexation or consolidation, become a part of the R-1 District. Such districting shall be temporary and the Planning Commission shall recommend to Council within a period of not to exceed six months from such date of annexation or consolidation a final zoning map for the annexed territory that is consistent with the development policies established in the Policies Plan.*

Staff Analysis:

The Planning Commission can review the application and make recommendation on the matter at this meeting or, if desired, the commission may wish to set a Public Hearing date (at least 30 days out) to consider the matter and make recommendation after a public hearing is held:

Section 1139.03 (b) (2) *Notice and hearing.* *Before submitting its recommendations on a proposed amendment or reclassification to Council, the Commission **may** hold a public hearing thereon, notice of which shall be given by one publication in a newspaper of general circulation in the City at least ten days before the date of such hearing. The notice shall state the place and time at which the proposed amendment to the Ordinance, including text and maps, may be examined. If the Ordinance intends to rezone or redistrict ten or less parcels of land as listed on the tax duplicate, written notice of the hearing shall be mailed by the Clerk of Council by first-class mail, at least twenty days before the date of the public hearing, to the owners of property within and contiguous to and directly across the street from such parcel or parcels, to the address of such owners appearing on the County Auditor's current tax list or the Treasurer's mailing list. The failure of delivery of such notice shall not invalidate any such ordinance.*

Staff Recommendation:

Staff recommends setting the Public Hearing date for the September 20th, 2023 Planning Commission meeting.

Attachments:

Rezoning Application

City of Huron
Planning and Zoning Department
417 Main St. Huron, Ohio 44839
P: 419-433-5000
F: 419-433-5120



**RE-ZONING PROCEDURE
OUTLINE AND APPLICATION
Codified Ordinance Section 1131.03**

This application is used to request consideration for the re-districting/re-zoning of a property. Prior to the submission of an application, a meeting with the Planning & Zoning Manager is required for review of the re-districting/re-zoning request.

The completed application will be submitted to the Planning & Zoning Department. The following schedule and time table shall serve as a guideline:

1. Completed application, documentation, and fee received by the Zoning Department
2. A notification is submitted to the City Council at their next regularly scheduled meeting. A motion to refer the case to the Planning Commission is made.
3. Planning Commission consideration and recommendation to the City Council (at least thirty (30) days from their (Planning Commission's) receipt of the application. Notifications are sent out to the parties of interest as required in Section 1131.03 of the Codified Ordinances at least twenty (20) days before the Planning Commission considers the matter.
4. Report and recommendation to the City Council at their (City Council's) next regularly scheduled meeting
5. City Council Public Hearing (at least thirty (30) days from their receipt of Planning Commission's recommendation)
6. City Council to take final legislative action (Ordinance).

CITY OF HURON
APPLICATION TO RE-DISTRICT PROPERTY
(Type or Print)

Date : June 27, 2023

Property Owner: Sawmill Creek, LLC

Address: PO Box 543185

City, State, Zip: Dallas, TX 75354

Email Address: bwitherow@cedarfair.com

Address of Property to be Rezoned:

Shall be per all owned by "Sawmill Creek LLC" properties and as per the Signed Annexation Document attached.

Parcel Number: Shall be per all owned by "Sawmill Creek LLC" properties and as per the Signed Annexation Document

Applicant: (Name & Address - if different from the property owner)

Fox Architectural Design, LLC- Joshua Fox RA

3105 Huron Avery Rd, Huron, OH 44839

Current Zoning District of Subject Property:

R-1 ☒ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☐

I-1 ☐ I-2 ☐ Other: _____

Explain the reason that re-districting/re-zoning is being

requested: Pursuant to the previous site jurisdiction (Huron Township), all uses were conditional, however, upon the

annexation of Sawmill Creek, LLC into the City of Huron, Ohio limits, the codified ordinances automatically revert the zoning
back to a R-1 Single Family zoning District, which does not currently allow for the non-conforming uses as they exist presently.

Proposed Zoning District of Subject Property:

R-1 ☐ R-2 ☐ R-3 ☐ B-1 ☐ B-2 ☐ B-3 ☒

I-1 ☐ I-2 ☐ Other: _____

Was a re-zoning request ever submitted for this property? No ☒ Yes ☐: Date _____

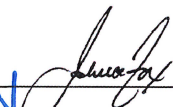
Is the applicant represented by legal counsel? Yes ☒ No ☐

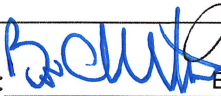
If Yes, Counsel's Name and Address: Majeed G. Makhoulf- Berns, Ockner & Greenberger, LLC
3733 Park East Dr. Suite 200, Beachwood, OH 44122

Contact Number and Email 234-349-2040 mmakhoulf@bernssockner.com

The following must be attached to this application:

1. A survey and legal description of the property. (Attached Find: "Signed Annexation Document" and "Alta Survey")
2. A map of the subject property (maximum size 11" x17")
3. A map of the subject property in relation to the adjoining properties.(max size 11" x 17")
4. A complete list of the names and current addresses of all property owners within 150' of the exterior boundaries of the subject property.
5. A \$250.00 non-refundable application fee, made payable to the City of Huron. (Section 1321.12 (c))

Applicant Signature: _____  Joshua C. Fox, Architect 06/27/23

Property Owner Signature:  _____ Brian Witherow, Chief Financial Officer 06/27/23
(required)

DO NOT WRITE BELOW THIS LINE

Date Completed Application Received: _____

Zoning Department Representative: _____

Date Submitted to City Council: _____

Date Submitted to Planning Commission: _____




OVERALL ADJOINING PROPERTY MAP
SCALE: N.T.S.

REFERENCE ONLY
PLEASE REFER TO THE BOUNDARY AND TOPOGRAPHIC SURVEY CREATED BY
OTHERS. THIS SHEET IS SOLELY ISSUED FOR APPROXIMATE LOCATIONS FOR
EXISTING PROPERTIES PER THE AUDITORS SITE. SHALL BE VERIFIED BY
CONTRACTOR WITH ALL PLATS PRIOR TO ANY CONSTRUCTION.

CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS!
NOTE: DRAWINGS ARE NOT TO SCALE IF SHEET IS PLOTTED ON 11" x 17"

OVERALL ADJOINING PROPERTY MAP	
RE-ZONING ALL PROPERTIES	
SAWMILL CREEK, LLC	
400 SAWMILL CREEK DR. W.	
HURON, OH 44839	
JUNE 27, 2023	
JOB NO.	
SKI.0	
ORIGINAL DRAWING SIZE 24"x36"	



ARCHITECTURAL DESIGN
M: 419.677.6961 E: JOSH@FOXARCHITECTURAL.COM
3105 HURON AVERY RD. HURON OHIO 44839

REVISIONS	
THE DRAWINGS AND THE INFORMATION SHOWN REPRESENT THE ORIGINAL UNPUBLISHED WORK OF FOX ARCHITECTURAL DESIGN LLC AND SHALL NOT BE REPRODUCED OR DUPLICATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ARCHITECT. 2023.	

Date: June 27, 2023

Project: Sawmill Creek Properties- Rezoning

**PROPERTY OWNERS ADDRESSES
BASED ON ERIE COUNTY FISCAL OFFICE'S CURRENT TAX LIST AS
OF JUNE 27, 2023
150' OF PARCEL
June 27, 2023 (60 Properties)**

1. **39-61002.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229
2. **39-61008.000**
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS OH 43229
3. **39-00054.000**
POKORNY DONALD & ANN
5665 GRACE WOODS DRIVE
WILLOUGHBY OH 44094
4. **39-00053.001**
HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026
5. **39-00052.000**
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

LIST OF ADJACENT PROPERTIES

- 6. 39-00052.000**
HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839
- 7. 39-01026.000**
HILL GREGORY L & LISA R
609 MARINER VILLAGE
HURON OH 44839
- 8. 39-01076.002**
HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839
- 9. 39-00060.000**
BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND RD W
HURON OH 44839
- 10. 39-00419.000**
RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839
- 11. 39-00353.000**
EISENBERG BERT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

LIST OF ADJACENT PROPERTIES

- 12. 39-01089.000**
EISENBERG BERT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109
- 13. 39-01091.000**
LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5
- 14. 39-00534.000**
LINCOLN BROTHER PROPERTIES LLC
50088 VENICE COURT
NORTHVILLE MI 48168
- 15. 39-01005.000**
ONE PARSEC LTD
2115 CLEVELAND RD W
HURON OH 44839
- 16. 39-00930.001**
VILLA ON THE LAKE LIMITED PARTNERSHIP
220 MARION AVE
MANSFIELD OH 44903
- 17. 39-01076.011**
DANIELS JOHN B & VICTORIA E CO TRUSTEES
5221 SPRUCE POINTE LN
BRUNSWICK OH 44212

18. 39-01076.028

**MOLNAR PETER MICHAEL & KRISTINE L TRUSTEES
4703 SE 17TH PLACE # 505
CAPE CORAL FL 33904**

19. 39-01076.023

**MERRELL DANNY W & DENISE M PAJER-MERRELL
324 SAWMILL CREEK DR
HURON OH 44839**

20. 39-01077.002

**CLARK JUDITH A TRUSTEE
402 TECUMSEH PLACE
HURON OH 44839**

21. 39-01077.008

**YANUS GARY D
14436 TRISKETT RD
CLEVELAND OH 44111**

22. 39-00986.000

**VERMEEREN BARRY W & DIXIE A
501 MARINER VILLAGE DR
HURON OH 44839**

23. 39-01026.002

**VISCI JACQUELINE H TRUSTEE
506 MARINER VILLAGE
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

24. 39-01026.007

**511 MARINER VILLAGE LLC
6572 BALLANTRAE PL
DUBLIN OH 43016**

25. 39-01026.096

**BRIAN GARY S & VICTORIA
51 MARINER VILLAGE
HURON OH 44839**

26. 39-0126.096

**PARKER TONIA F & STEVEN L CONKLIN
514 MARINER VILLAGE DR
HURON OH 44839**

27. 39-01026.023

**523 MARINER VILLAGE LLC
31108 HUNTINGTON WOODS PKWY
BAY VILLAGE OH 44140**

28. 39-01026.016

**RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839**

29. 39-01026.011

**VOIGT CHERYL A TRUSTEE
530 MARINER VILLAGE
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

**30. 39-01076.010
THORSON DAVID L & RHONDA
700 MARINER VILLAGE
HURON OH 44839**

**31. 39-01076.013
OZZIAC ENTERPRISES INC
308 E PARK
NORWALK OH 44857**

**32. 39-01076.007
RUSSIN JEAN L TRUSTEE
704 MARINER VILLAGE DR
HURON OH 44839**

**33. 39-01076.009
FRY JAMES D
706 MARINER VILLAGE
HURON OH 44839**

**34. 39-01026.095
BARRY ELIZABETH M TRUSTEE
315 BONNIE LANE
AURORA OH 44202**

**35. 39-01076.019
PUHALA PHILIP & BARBARA
708 MARINERS VLG
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

36. 39-01076.031

**DORANCE JOHN W JR & MARTHA J TRUSTEES
9965 CALLAWOODS DR
CANFIELD OH 44406**

37. 39-01026.081

**COFFEY JOE A AND KAREN H TRUSTEES
638 MARINER VILLAGE
HURON OH 44839**

38. 43-00221.000

**RITTER DAVID L & DAYLE
23 RYE BEACH RD
HURON OH 44839**

39. 43-00385.000

**KERSTON JAMI S & DAVID E SHOCKLEY
5779 PLANK DR
HILLIARD OH 43026**

40. 43-00143.000

**TORQUATUS PROPERTIES LLC
7255 CROSSLEIGH CT
TOLEDO OH 43617**

41. 43-00080.000

**DEWITT LLAH E C/O TIM DEWITT
106 FINAL TURN CR
GEORGETOWN KY 40324**

42. 43-00162.000

**DUNHAM ADAM H & CARRIE C/O DAVID DUNHAM
2107 E WATERBERRY DR
HURON OH 44839**

43. 43-00152.000

**WELLY JANET K
19287 SR 698
JENERA OH 45841**

44. 43-00269.000

**MCCARTY WAYNE W & KATHY B
28 SOUTH CT
HURON OH 44839**

45. 43-00038.000

**THOMAS DOUGLAS WAYNE
103 RYE BEACH ROAD
HURON OH 44839**

46. 43-00198.000

**HARRIS THEA E TRUSTEE
2104 LAKEWOOD AVE
HURON OH 44839**

47. 43-00365.000

**BURRE WILLIAM T
229 ATWOOD PL
HURON OH 44839**

LIST OF ADJACENT PROPERTIES

48. 43-00128.000

**TODD JAMES A & REBECCA D
746 TOWNSHIP ROAD 2475
LOUDONVILLE OH 44842**

49. 43-00304.000

**HARWOOD DAVID W
37 OAKWOOD AVE
HURON OH 44839**

50. 43-00463.000

**NORTON JENNIFER
47 OAKWOOD AVE
HURON OH 44839-1138**

51. 43-00022.000

**BARONE DONALD C
104 RYE BEACH RD
HURON OH 44839**

52. 43-00348.000

**SELKA TRICIA RENEE
108 RYE BEACH RD
HURON OH 44839**

53. 43-00132.000

**GLEASON BENJAMIN D
4808 TIMBERVIEW DR
VERMILION OH 44089**



LIST OF ADJACENT PROPERTIES

54. 43-00249.000

**GARZA YOUNG ROBERT
114 RYE BEACH RD
HURON OH 44839**

55. 43-00131.000

**DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147**

56. 43-00399.000

**GILBERT RONALD E & KAY L CO-TRUSTEES
1223 LAGUNA DR
HURON OH 44839**

57. 39-00060.000

**BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND RD W
HURON OH 44839**

58. 39-60930.000

**ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
247 COLUMBUS AVE. RM. 210
SANDUSKY OH 44870**

59. 43-62002.000

**BOARD OF COUNTY COMMISSIONERS
117 RYE BEACH RD
HURON OH 44839**



LIST OF ADJACENT PROPERTIES

60. 39-01076.007

RUSSIN JEAN L TRUSTEE

704 MARINER VILLAGE DR

HURON OH 44839

ALTA/NSPS LAND TITLE SURVEY FOR SAWMILL CREEK

Being part of Original Lot 25, Section 3 and part of Original Lots 30, 35 & 36, Section 2
Township 6 North, Range 22 West, Huron Township & Original Lot 31, City of Huron, Erie County,
Firelands Connecticut Western Reserve, State of Ohio.

PLAT REFERENCES

Plat Volume 8, Page 23
Plat Volume 24, Page 68
Plat Volume 25, Page 2
Plat Volume 25, Page 48
Plat Volume 26, Page 18
Plat Volume 26, Page 54
Plat Volume 27, Page 13
Plat Volume 27, Page 22
Plat Volume 27, Page 48
Plat Volume 28, Page 56
Plat Volume 35, Page 1
Plat Volume 35, Page 43
Plat Volume 35, Page 84
Plat Volume 36, Page 65
Plat Volume 37, Page 53
Plat Volume 39, Page 25
Plat Volume 39, Page 38
Plat Volume 40, Page 48
Plat Volume 43, Page 42
Plat Volume 44, Page 78
Plat Volume 46, Page 59
Plat Volume 46, Page 77
Plat Volume 48, Page 67

SURVEY REFERENCES

Survey by Bauer Surveys Company for
Sawmill Creek Association
Dated: 1976
Survey by Baharoglu & Associates for
Wildlife Realty
Dated: 1988
Survey by Baharoglu & Associates for
Sawmill Creek Lodge Co.
Dated: 1997
Survey by Garcia Surveyors, Inc.
Dated 2012

ROADWAY PLANS REFERENCES

State Route 6, Huron Twp., Sec. F & S Plans
Dated: 1932
ERJ-6-14.93 Plans
Erie County Rye Beach Road Plans
Dated: 1997
City of Huron Rye Beach Road Plans
HUR 057-24-05
Dated: 1992

ROADWAY 'A' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	115.43	212.00'	31° 11' 44"	N 22° 01' 18" E	114.01'
C2	187.43	348.00'	30° 51' 33"	N 22° 07' 11" E	185.17'
C3	99.56'	93.06'	61° 17' 53"	N 37° 17' 43" E	94.88'
C4	44.76'	88.51'	28° 58' 36"	N 82° 26' 08" E	44.29'
C5	77.49'	148.00'	30° 00' 00"	N 81° 55' 26" E	76.61'
C6	236.88'	523.00'	26° 00' 00"	N 79° 55' 26" E	234.85'
C7	191.00'	213.00'	51° 22' 39"	N 67° 14' 06" E	184.66'
C8	43.85'	50.00'	50° 15' 04"	N 16° 25' 15" E	42.46'
C9	79.20'	434.20'	10° 27' 05"	N 13° 55' 50" W	79.09'
C10	39.09'	162.00'	13° 49' 31"	N 12° 14' 37" W	39.00'
C11	14.71'	488.00'	01° 43' 38"	N 06° 11' 40" W	14.71'
C12	29.41'	212.00'	07° 56' 51"	N 48° 42' 41" W	29.38'
C13	65.39'	138.00'	27° 08' 55"	N 58° 18' 43" W	64.78'
C14	41.78'	100.00'	23° 56' 11"	S 08° 47' 42" W	41.47'
C15	227.04'	318.00'	40° 54' 28"	S 25° 10' 44" W	222.25'
C16	98.30'	88.00'	64° 00' 08"	S 27° 16' 34" E	93.27'
C17	10.04'	288.00'	01° 59' 53"	S 08° 22' 01" E	10.04'
C18	36.06'	512.00'	04° 02' 06"	S 07° 20' 54" E	36.05'
C19	33.30'	138.00'	13° 49' 31"	S 12° 14' 37" E	33.22'
C20	83.58'	458.20'	10° 27' 05"	S 13° 55' 50" E	83.47'
C21	64.90'	74.00'	50° 15' 04"	S 16° 25' 15" W	62.84'
C22	212.52'	237.00'	51° 22' 39"	S 67° 14' 06" W	205.47'
C23	225.99'	498.00'	26° 00' 00"	S 79° 55' 26" W	224.05'
C24	90.06'	172.00'	30° 00' 00"	N 81° 55' 26" E	89.03'
C25	96.32'	191.49'	28° 49' 16"	S 82° 24' 29" W	95.31'
C26	27.29'	85.69'	18° 14' 50"	N 88° 58' 54" E	27.17'
C27	78.05'	128.00'	34° 56' 10"	S 24° 14' 13" W	76.84'
C28	200.35'	372.00'	30° 51' 31"	S 22° 07' 28" W	197.94'
C29	102.36'	188.00'	31° 11' 44"	S 22° 01' 18" W	101.10'

GOLF PARCEL 'A' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C54	60.72'	35.00'	99° 24' 24"	S 49° 46' 46" E	53.39'
C55	0.80(D)	88.51'	00° 31' 10"	S 68° 12' 24" W	0.80'

GOLF PARCEL 'B' CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C30	171.06'	498.00'	19° 40' 50"	N 83° 05' 01" E	170.22'
C31	25.28'	237.00'	06° 06' 43"	N 89° 52' 04" E	25.27'
C32	90.97'	90.00'	57° 54' 57"	N 51° 16' 17" E	87.15'
C33	47.79'	350.00'	07° 49' 22"	N 26° 13' 30" E	47.75'
C34	7.53'	7.14'	60°25'47"	S 80° 51' 22" E	7.19'
C35	118.59'	247.00'	27° 30' 36"	N 55° 10' 27" E	117.46'
C36	140.41'	639.95'	14° 21' 43"	S 76° 58' 15" W	139.89'
C37	301.96'	599.95'	28° 50' 16"	S 84° 12' 31" W	298.79'

HOTEL PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C56	54.93'	498.00'	06° 19' 10"	N 70° 05' 01" E	54.90'

SHOPS PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C57	79.77'	599.95'	07° 37' 04"	N 77° 33' 49" W	79.71'

ROADWAY 'A' LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 83° 13' 52" E	18.00(D)
L2	N 06° 25' 26" E	221.19(D)
L3	N 06° 46' 08" E	95.11'
L4	N 68° 04' 07" E	30.00(D)
L5	S 83° 04' 34" E	320.94'
L6	N 66° 55' 26" E	78.02'
L7	S 87° 04' 34" E	100.00(D)
L8	N 41° 32' 47" E	25.37(D)
L9	N 05° 19' 51" W	222.91(D)
L10	N 54° 37' 47" W	98.93'
L11	N 56° 51' 06" W	128.97'
L12	N 72° 42' 13" W	28.69'
L13	N 06° 08' 37" E	386.44'
L14	N 16° 33' 19" E	171.73'
L15	N 29° 56' 01" E	120.11'
L16	N 41° 04' 34" W	75.00'
L17	N 78° 44' 34" W	217.26'
L18	N 45° 15' 45" E	49.49'
L19	N 44° 44' 15" W	106.11'
L20	N 71° 53' 10" W	37.94'
L21	S 43° 55' 26" W	24.84'
L22	N 46° 04' 34" W	140.00'
L23	N 39° 02' 50" W	111.19'
L24	S 28° 55' 26" W	36.10'
L25	S 39° 02' 50" E	110.21'
L26	S 41° 40' 56" E	57.50'
L27	S 58° 51' 27" E	81.90'
L28	S 71° 53' 10" E	28.14'
L29	S 66° 47' 59" E	43.25'
L30	S 57° 08' 18" E	30.49'
L31	S 45° 14' 53" E	137.07'
L32	S 62° 15' 35" E	81.65'
L33	S 75° 00' 31" E	107.19'
L34	S 49° 46' 04" E	134.32'
L35	S 20° 45' 48" W	69.24'
L36	S 45° 37' 58" W	28.29'
L37	S 04° 43' 30" W	267.25'
L38	S 59° 16' 38" E	174.96'
L39	S 05° 19' 51" E	222.91(D)
L40	N 41° 32' 47" E	25.37(D)
L41	S 87° 04' 34" E	100.00(D)
L42	S 66° 55' 26" W	78.02(D)
L43	N 83° 04' 34" W	251.02(D)
L44	S 68° 04' 07" W	30.00(D)
L45	S 06° 46' 08" W	50.00(D)
L46	S 06° 25' 26" W	221.34(D)
L47	S 83° 13' 52" E	17.47(C) 18.00(D)

INDEX

NO.	DESCRIPTION
1	COVER SHEET
2	LEGAL DESCRIPTIONS
3	OVERALL SURVEY & SCHEDULE B TABLE
4	SOUTH HALF OF SAWMILL CREEK SURVEY
5	NORTH HALF OF SAWMILL CREEK SURVEY
6	MARINA SURVEY
7	TORQUATUS BEACH SUBDIVISION SURVEY & EASEMENTS
8	SOUTH HALF OF SAWMILL CREEK EASEMENTS
9	NORTH HALF OF SAWMILL CREEK EASEMENTS
10	MARINA EASEMENTS
11	SOUTH HALF OF SAWMILL CREEK ALTA/NSPS LAND SURVEY
12	HOTEL ALTA/NSPS LAND SURVEY AREA
13	NORTH HALF OF SAWMILL CREEK ALTA/NSPS LAND SURVEY
14	MARINA ALTA/NSPS SURVEY AREA
15	BUILDING DIMENSIONS

NOTES PERTAINING TO ALTA/NSPS TABLE A ITEMS

- No observed evidence of current earth moving work.
- No information of changes in street right-of-way lines or observed evidence of recent street or sidewalk construction repairs.
- No markers observed for Wetlands Delineation. Wetlands were taken from the U.S. Fish and Wildlife Service National Wetlands Inventory.
- Offsite easements benefiting the surveyed property were found or provided.
- Professional Liability Insurance Policy of \$1,000,000 in effect throughout contract term.

LEGEND

SET	FOUND	DESCRIPTION
●	○	IRON PIN (ROD)
●	○	IRON PIPE
⬮	⬮	MAG NAIL
⊕	⊕	MAG SPIKE
⊠	⊠	MONUMENT BOX
(D)	DEED	(M) MEASURED
(P)	PLATTED	(C) CALCULATED
	(S)	SURVEY
ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG 8456 & 8512"		

ZONING INFORMATION

PLANNING AND ZONING RESOURCE COMPANY: Site Number: 0127735-1

PARCELS WITHIN THE TOWNSHIP OF HURON, OHIO:

Based on the Township of Huron, Ohio Zoning resolved by the Board of Township Trustees of Huron Township, Erie County, State of Ohio found at hurontwp.org/PDF/hurontwp-zoningcode.pdf for the Township of Huron, Ohio

ZONING CLASSIFICATION: Multi-Family Residential District (R-3)

ZONING REGULATIONS:

Minimum Lot Requirements for Multi-Family Dwellings:

Minimum Lot Area: 7,000 square feet of gross lot area per family
Minimum Lot Frontage: One Hundred (100) feet
Useable Open Space: The developer and/or contractor shall show on one (1) copy of the proposed site plan the exact location and square footage of the useable open space, which shall not be less than twenty percent (20%) of the total lot area of the proposed development. Sidewalks, driveways, parking lots, and other related land which is to be used for service facilities, ground maintenance, storm drainage, pump stations, loading zones, shrubbery, etc., shall not be considered as useable open space.

Minimum Yard Requirements for Multi-Family Dwellings:

Minimum Front Yard Setback: Thirty-five (35) feet
Minimum Rear Yard Setback: Fifty (50) feet
Minimum Side Yard Setback: Twenty-five (25) feet
Maximum Building Height: Fifty (50) feet

PARCELS WITHIN THE CITY OF HURON, OHIO:

Based on the City of Huron, Ohio Zoning resolved by the City of Huron Council, Erie County, State of Ohio found at cityofhuron.org/government/departments/building-zoning-departments for the City of Huron, Ohio

ZONING CLASSIFICATION: R-1-A One-Family Residence District

ZONING REGULATIONS:

Minimum Lot Requirements

Minimum Frontage: 60 feet
Minimum Lot Area: 4,500 square feet
Minimum Front Yard Setback: 15 feet (Including Porches)
Minimum Rear Yard Setback: 15 feet (Including Decks)
Minimum Side Yard Setback: 15 feet total, 7 feet minimum
Driveway Setback: 3 feet off property line
Detached Accessory Structures: At least 6 feet from house & minimum of 5 feet from side and rear property lines.
Only 35% of rear yard can be built on.
Maximum Building Height: 35 feet
Fencing: Maximum height in rear and side yard: 6 feet
Maximum height in front yard: 4 feet
Corner: All yards facing/fronting public R.O.W. are considered front yards & have all applicable setback restrictions.

SURVEYOR'S CERTIFICATE

To Sawmill Creek LLC, a Delaware limited liability company, its affiliates, successors and assigns, Old Republic National Title Insurance Company and Southern Title of Ohio and their successors and/or assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 18, 19, & 20 of Table A thereof (minimum coverage of \$1,000,000). The field work was completed on February 18, 2019.

Date of Plat or Map 2nd day of July, 2019

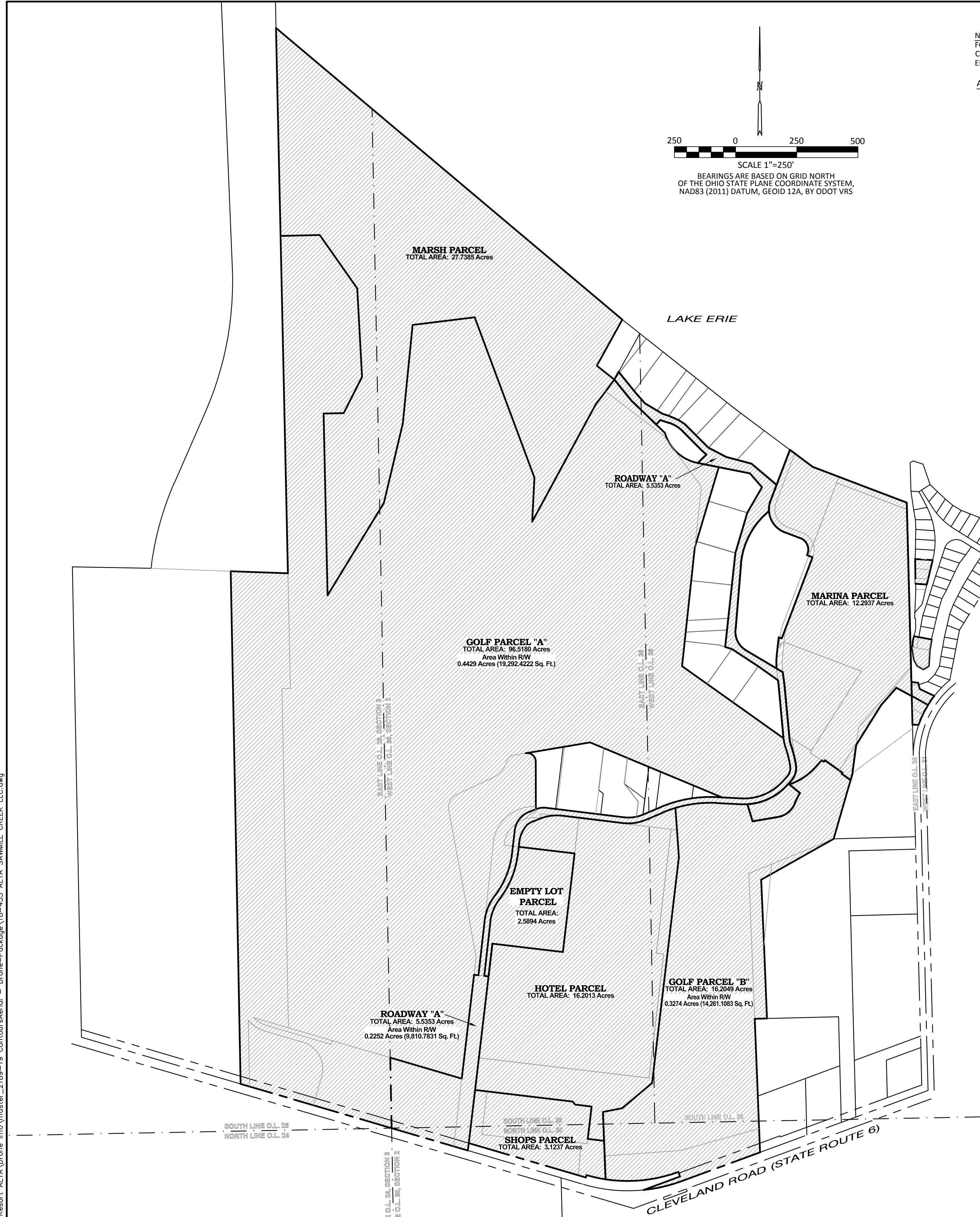
Adam E. Weaver
Registered Surveyor #8456



ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
COVER SHEET

DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE:	DATE: JULY, 2019	CK'D. BY: AEW	PROJECT NO.
NTS	DR. BY: DMM	REV'D BY:	18-435



NOTE: ITEM NUMBERS LISTED BELOW CORRESPOND TO ITEM NUMBERS IN COMMITMENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.
COMMITMENT NO.: 19-134
EFFECTIVE DATE: JUNE 10, 2019 AT 7:59 A.M.

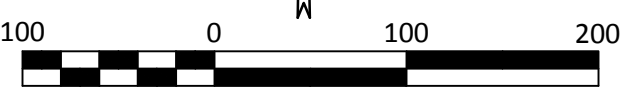
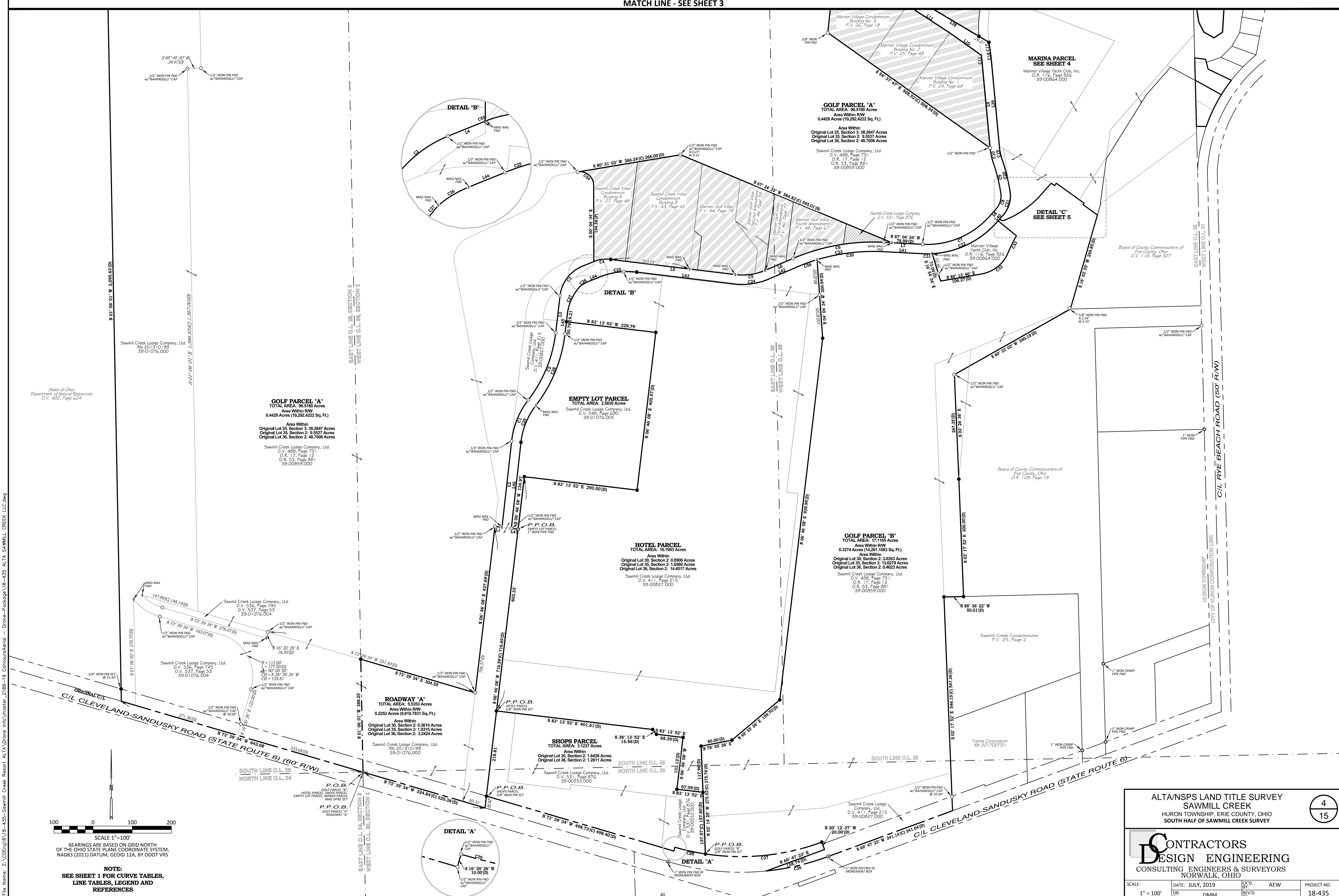
- AFFECTS KEY:
- A. AFFECTS THE PROPERTY AND IS LOCATED
 - B. AFFECTS THE PROPERTY AND CANNOT BE LOCATED
 - C. BLANKET IN NATURE
 - D. DOES NOT AFFECT THE PROPERTY
 - E. DOES NOT AFFECT THE PROPERTY BUT IS LOCATED

NOTES

- The legal description printed hereon describes the same property as described in those certain deeds recorded as Quit-Claims/ Warranty Deed Nos. RN 200207993, RN 201310199, RN 201310200, Official Records Book 116, Page 926, and Volume 411, Page 215, Volume 548, Page 686, Volume 531, Page 876, Volume 831, Page 881, Volume 536, Page 745, Volume 537, Page 53, Volume 488, Page 731, Volume 488, Page 747, Volume 017, Page 12, Volume 053, Page 881, and is the same property described in Schedule A of Title Commitment No. 19-134, dated effective June 10, 2019, as prepared by Old Republic National Title Insurance Company, and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.
- This survey is based on a title commitment prepared by Old Republic National Title Insurance Company Commitment File No. 19-134, date effective June 10, 2019. Only those easements and that information listed in Old Republic National Title Insurance Commitment No. 19-134, dated effective June 10, 2019, and re-listed below were considered for this Survey, and are shown on this Survey. Items not listed under Schedule B-II hereon are standard title exceptions and/or are not matters of issues that pertain to this Survey.
- Tax Parcel Code Nos.: 39-00864.000, 43-00358.000, 43-00359.000, 43-00360.000, 43-00361.000, 43-00362.000, 43-00363.000, 43-00959.000, 39-00827.000, 39-01076.005, 39-00552.000, 39-00553.000, 39-01076.004, 39-00859.000 and 39-01076.000. Shown on Survey.
- North adjainer's deck, breakwall and concrete sidewalk encroach upon Lot 19, Torquatus Beach Subdivision (see sheet 7). South adjainer's breakwall, concrete sidewalk and gravel drive encroach upon the north half of Lot 38, Torquatus Beach Subdivision (see sheet 7). No other encroachments were found on the subject's property at the time of the Survey.
- Subject Property has direct access to Cleveland Road (State Route 6), a public right-of-way.
- At the time the field work for the Survey was done, there were no observed addresses. The addresses on the Subject Property are 400 Cleveland Road and 2401 Cleveland Road.
- Survey performed October, 2018 on the premises and there is no observable evidence of the locations of cemeteries or burial grounds.
- Property as described hereon is contiguous, with no gaps and/or gores.
- Legal description of the property has a 1:10,000 error of closure.

SCHEDULE B - SECTION II												
NO.	TYPE OF EASEMENT	WIDTH	GRANTEE	TYPE	DEED/LEASE	VOL.	PAGE	REMARKS	AFFECTS			
9	OHIO EDISON COMPANY EASEMENT		OHIO EDISON COMPANY	DEED	333	61		SHOWN ON SURVEY	A			
10	WATER MAIN EASEMENT - PARCEL 1	30.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306	227		SHOWN ON SURVEY	A			
10A	WATER MAIN EASEMENT - PARCEL 2	60.00'	COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	306	227		SHOWN ON SURVEY	A			
11	OHIO EDISON COMPANY EASEMENT	45.00'	OHIO EDISON COMPANY	DEED	320	425		SHOWN ON SURVEY	A			
12	SANITARY SEWER EASEMENT - PARCEL 1	45.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	626		SHOWN ON SURVEY	A			
12A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	626		SHOWN ON SURVEY	A			
13	ROADSIDE RIGHT-OF-WAY (GAS EASEMENT)	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	417	743		SHOWN ON SURVEY	A			
14	SANITARY SEWER EASEMENT - PARCEL 1	100.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	418	947		SHOWN ON SURVEY	A			
14A	SANITARY SEWER EASEMENT - PARCEL 2	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	418	947		SHOWN ON SURVEY	A			
15	SANITARY SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15A	STORM SEWER EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15B	SERVICE ROAD EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15C	SERVICE ROAD EASEMENT	20.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15D	FIRE LINE EASEMENT - PARCEL 1	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15E	FIRE LINE EASEMENT - PARCEL 2	15.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15F	ELECTRIC LINE EASEMENT	8.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15G	GAS LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15H	TELEPHONE LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
15I	WATER LINE EASEMENT	10.00'	SAWMILL CREEK LODGE COMPANY	DEED	424	759		SHOWN ON SURVEY	A			
16	OHIO EDISON EASEMENT	-----	OHIO EDISON COMPANY	DEED	448	768		NOT SHOWN ON SURVEY	C			
17	EASEMENT & RIGHT-OF-WAY	-----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448	848		SHOWN ON SURVEY	C			
18	EASEMENT & RIGHT-OF-WAY	-----	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	448	851		SHOWN ON SURVEY	C			
19	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 1 - MARINA PARCEL	-----	SAWMILL CREEK MARINA, INC.	DEED	449	417		SHOWN ON SURVEY	C			
19A	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 2 - PARKING LOT	-----	SAWMILL CREEK MARINA, INC.	DEED	449	417		SHOWN ON SURVEY	C			
19B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 60' ROADWAY	60.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417		SHOWN ON SURVEY	A			
19C	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 4 - 24' ROADWAY	24.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417		SHOWN ON SURVEY	A			
19D	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 5 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	449	417		SHOWN ON SURVEY	A			
20	EASEMENT - PARCEL 1	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748		SHOWN ON SURVEY	C			
20A	EASEMENT - PARCEL 2	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748		SHOWN ON SURVEY	C			
20B	EASEMENT & RIGHT-OF-WAY INGRESS/EGRESS - PARCEL 3 - 6' WALKWAY	6.00'	SAWMILL CREEK MARINA, INC.	DEED	488	748		SHOWN ON SURVEY	A			
20C	EASEMENT - RESERVATION OF EASEMENT OVER PARCEL 1	-----	SAWMILL CREEK MARINA, INC.	DEED	488	748		SHOWN ON SURVEY	C			
21	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	49		SHOWN ON SURVEY	A			
21A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	49		SHOWN ON SURVEY	A			
22	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	223		SHOWN ON SURVEY	A			
22A	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	223		SHOWN ON SURVEY	A			
22B	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527	709		SHOWN ON SURVEY	A			
22C	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	527	709		SHOWN ON SURVEY	A			
22D	EASEMENT & RIGHT-OF-WAY - PARCEL 1 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104		SHOWN ON SURVEY	A			
22E	EASEMENT & RIGHT-OF-WAY - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104		SHOWN ON SURVEY	A			
22F	EASEMENT & RIGHT-OF-WAY - EXHIBIT 3 - 4.275 ACRE PARCEL	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	535	104		SHOWN ON SURVEY	C			
24	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	270		SHOWN ON SURVEY	A			
25	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	628		SHOWN ON SURVEY	A			
25A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	634		SHOWN ON SURVEY	A			
26	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
26A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
26B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
27	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 5	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	225		SHOWN ON SURVEY	A			
28	ROAD MAINTENANCE AGREEMENT - PARCEL 2 - 60' ROADWAY	60.00'	SAWMILL CREEK LODGE COMPANY, ETC.	RN	200808756			SHOWN ON SURVEY	A			
28A	ROAD MAINTENANCE AGREEMENT - 24' ROADWAY	24.00'	SAWMILL CREEK LODGE COMPANY, ETC.	RN	200808756			SHOWN ON SURVEY	A			
29	ACCESS EASEMENT & AGREEMENT - IRRIGATION LINE EASEMENT	10.00'	MARINER VILLAGE CONDOMINIUM	RN	201702985			SHOWN ON SURVEY	A			
30	WARRANTY DEED	-----	ANNA B. BUTTS	DEED	170	457		SHOWN ON SURVEY	C			
31	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 1	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411	215		SHOWN ON SURVEY	C			
31A	RIGHT-OF-WAY AND EASEMENT FOR ACCESS & UTILITIES - PARCEL 2	60.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	411	215		SHOWN ON SURVEY	A			
32	SANITARY SEWER EASEMENT	60.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	623		SHOWN ON SURVEY	A			
32A	SANITARY SEWER EASEMENT	80.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	410	623		SHOWN ON SURVEY	A			
32B	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	472	72		SHOWN ON SURVEY	A			
32C	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	479	604		SHOWN ON SURVEY	A			
32D	SANITARY SEWER EASEMENT	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	449		SHOWN ON SURVEY	A			
33	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	486	226		SHOWN ON SURVEY	A			
34	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	486	287		SHOWN ON SURVEY	C			
35	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 1 - BATH HOUSE	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488	436		SHOWN ON SURVEY	C			
35A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - PARCEL 2 - 24' ROADWAY	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK MARINA, INC.	DEED	488	436		SHOWN ON SURVEY	A			
36	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 1	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	C			
36A	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-A - REVISED GOLF COURSE PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	C			
36B	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-B	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	C			
36C	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-C	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	C			
36D	RIGHT-OF-WAY EASEMENT FOR ACCESS & UTILITIES - SCHEDULE I-D	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	C			
36E	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 1	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
36F	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 2	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
36G	PEDESTRIAN/VEHICLE EASEMENT - SCHEDULE I-E - EASEMENT 3	6.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
36H	ROADWAY EASEMENT - SCHEDULE I-F - PARCEL 1	24.00'	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
36I	RIGHT-OF-WAY ADJACENT TO EASEMENT - SCHEDULE I-F - PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
36J	EASEMENT FOR GOLF TEE - SCHEDULE I-G	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	488	731		SHOWN ON SURVEY	A			
37	APPURTENANT RIGHTS TO RIGHT-OF-WAY AND EASEMENT FOR INGRESS/EGRESS & UTILITIES	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	503	218		SHOWN ON SURVEY	C			
38	WATER MAIN EASEMENT - PARCEL 1	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	455		SHOWN ON SURVEY	A			
38A	WATER MAIN EASEMENT - PARCEL 2	20.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	455		SHOWN ON SURVEY	A			
39	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	270		SHOWN ON SURVEY	A			
39A	SANITARY SEWER EASEMENT	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	503	276		SHOWN ON SURVEY	A			
40	RIGHT-OF-WAY FOR GAS PIPELINE	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	507	204		SHOWN ON SURVEY	A			
41	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 1	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521	26		SHOWN ON SURVEY	C			
41A	APPURTENANT EASEMENT - GOLF COTTAGES - PARCEL 2	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK LODGE CO.	DEED	521	26		SHOWN ON SURVEY	C			
42	APPURTENANT EASEMENT - 4.275 ACRE PARCEL	-----	SAWMILL CREEK ASSOCIATION & SAWMILL CREEK DEVELOPMENT CO.	DEED	523	580		SHOWN ON SURVEY	C			
49	EASEMENT FOR UTILITY PURPOSES	-----	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	523	585		SHOWN ON SURVEY	A			
50	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 1	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
50A	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 3	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
50B	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 4	VARIES	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	209		SHOWN ON SURVEY	A			
50C	SANITARY SEWER & WATER MAIN EASEMENT - EASEMENT DESCRIPTION 2	20.00'	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	218		SHOWN ON SURVEY	A			
50D	EASEMENT FOR UTILITY PURPOSES	-----	SAWMILL CREEK ASSOCIATION, ETC.	DEED	534	218		SHOWN ON SURVEY	A			
51	EASEMENT FOR UTILITY PURPOSES & ACCESS	24.00'	SAWMILL CREEK DEVELOPMENT COMPANY	DEED	535	124		SHOWN ON SURVEY	A			
52	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539	617		SHOWN ON SURVEY	A			
52A	GAS EASEMENT	10.00'	COLUMBIA GAS OF OHIO, INC.	DEED	539	619		SHOWN ON SURVEY	A			
53	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 4 - 0.7239 ACRES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686		SHOWN ON SURVEY	C			
53A	RIGHT-OF-WAY FOR ACCESS & UTILITIES - GOLF COTTAGE PARCEL 3 - 0.9295 ACRES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686		SHOWN ON SURVEY	C			
53B	RIGHT-OF-WAY FOR ACCESS & UTILITIES	-----	SAWMILL CREEK LODGE COMPANY	DEED	548	686		SHOWN ON SURVEY	C			
54	PERPETUAL USE RESTRICTIONS	-----	SAWMILL CREEK LODGE COMPANY	O.R.	17	12		SHOWN ON SURVEY	C			
55	PERPETUAL USE RESTRICTIONS	-----	SAWMILL CREEK LODGE COMPANY	O.R.	53	881		SHOWN ON SURVEY	C			
56	PERMANENT & PERPETUAL EASEMENT FOR ACCESS & UTILITIES	-----	SAWMILL CREEK LODGE ASSOCIATION	O.R.	300	30		SHOWN ON SURVEY	C			
57	APPURTENANT EASEMENT FOR UTILITIES	30.00'	SAWMILL CREEK ASSOCIATION	O.R.	315	666		SHOWN ON SURVEY	A			
58	EASEMENT & RIGHT OF ENTRY	-----	ERIE COUNTY CABLEVISION, INC.	RN	200315055			SHOWN ON SURVEY	A			
59	EASEMENT & RIGHT-OF-WAY	-----	ERIE COUNTY CABLEVISION, INC.	RN	200323844			SHOWN ON SURVEY	A			
60	MEMORANDUM OF LEASE - PARCEL 1 - 1.119 ACRES	-----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571			SHOWN ON SURVEY	A			
60A	MEMORANDUM OF LEASE - PARCEL 2 - 1.657 ACRES	-----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571			SHOWN ON SURVEY	A			
60B	MEMORANDUM OF LEASE - PARCEL 3 - 0.349 ACRES	-----	SAWMILL CREEK LODGE COMPANY, LTD., ETC.	RN	201807571			SHOWN ON SURVEY	C			
62	GAS EASEMENT	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	531	476		SHOWN ON SURVEY	A			
63	EASEMENT FOR UTILITY PURPOSES - EASEMENT 6	20.00'	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534	237		SHOWN ON SURVEY	A			
63A	EASEMENT FOR UTILITY PURPOSES - EASEMENT 7	20.00'	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534	237		SHOWN ON SURVEY	A			
63B	EASEMENT FOR UTILITY PURPOSES - EASEMENT 9	-----	SAWMILL CREEK DEVELOPMENT CO. & MARINER VILLAGE CONDO.	DEED	534	237		SHOWN ON SURVEY	A			
64	GAS EASEMENT	15.00'	COLUMBIA GAS OF OHIO, INC.	DEED	544	136		SHOWN ON SURVEY	A			
65	PERPETUAL USE FOR INGRESS, EGRESS & UTILITIES	-----	MARINER VILLAGE CONDOMINIUM OWNER'S ASSOCIATION	O.R.	196	250		SHOWN ON SURVEY	A			
66	PERPETUAL USE FOR INGRESS, EGRESS & UTILITIES	-----	MARINER VILLAGE CONDOMINIUM OWNER'S ASSOCIATION	O.R.	196	250		SHOWN ON SURVEY	A			
67	EASEMENT FOR SANITARY SEWER & WATER MAIN	30.00'	BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO	DEED	503	664		SHOWN ON SURVEY	C			
68	EASEMENT FOR SANITARY SEWER & WATER MAIN	-----	GREGORY L. HILL	O.R.	218	901		SHOWN ON SURVEY	C			
69	WARRANTY DEED	-----	CLARA D. CORGIN, TRUSTEE	O.R.	288	401		SHOWN ON SURVEY	C			

File Name: Z:\CDEng\18-435-Sawmill Creek Resort ALTA Drone Info\master_2188-19_Contours\erial - Drone-Packages\18-435 ALTA SAWMILL CREEK LLC.dwg



BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

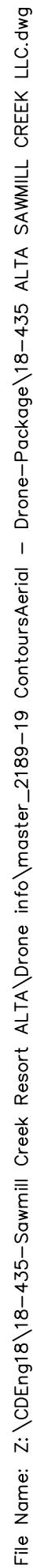
NOTE:
SEE SHEET 1 FOR CURVE TABLES,
LINE TABLES, LEGEND AND
REFERENCES

ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
SOUTH HALF OF SAWMILL CREEK SURVEY

4
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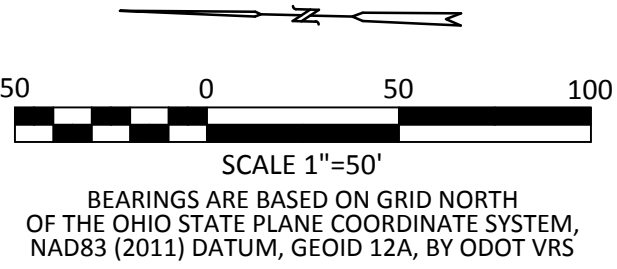
CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 100'	DATE: JULY, 2019	CK'D. BY: AEW	PROJECT NO. 18-435
DR. BY: DMM	REV'D BY:		



File Name: Z:\DEng\18-435-Sawmill Creek Report-ALTA\Drone info\master-2189-19 ContourAerial - Drone-Padoga\18-435 ALTA SAWMILL CREEK LLC.dwg

MARINA PARCEL CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CURVE LENGTH
CS2	34.37	488.00	04° 02' 06"	N 07° 20' 54" W	34.36
CS3	29.28	312.00	05° 22' 36"	N 06° 40' 39" W	29.27
C38	187.24	237.00	45° 15' 56"	N 64° 10' 45" E	182.41
C39	47.79	350.00	07° 49' 22"	S 26° 13' 30" W	47.75
C40	90.97	90.00	57° 54' 57"	S 51° 16' 17" W	87.15
C41	64.90	74.00	50° 15' 04"	N 16° 35' 15" E	62.84
C42	83.58	458.20	10° 27' 05"	N 13° 55' 50" W	83.47
C43	33.30	138.00	13° 49' 31"	N 12° 14' 37" W	33.22
C44	36.06	512.00	04° 02' 06"	N 07° 20' 54" W	36.05
C45	10.04	288.00	01° 59' 53"	N 08° 22' 01" W	10.04
C46	55.14	312.00	10° 07' 30"	N 01° 04' 24" E	55.06
C47	61.78	226.00	15° 39' 48"	N 12° 55' 54" E	61.59
C48	78.54	50.00	90° 00' 00"	N 24° 14' 12" W	70.71
C49	157.08	100.00	90° 00' 00"	N 24° 14' 12" W	141.42
C50	118.59	247.00	27° 30' 36"	S 55° 10' 27" W	117.46
CS1	7.53	7.14	60° 25' 47"	N 80° 51' 22" W	7.19



NOTE:
SEE SHEET 1
FOR LEGEND AND REFERENCES



MARINA PARCEL
TOTAL AREA: 12.2937 Acres
Manner Village Yacht Club, Inc.
O.R. 116, Page 956
39-00864-000

GOLF PARCEL "B"

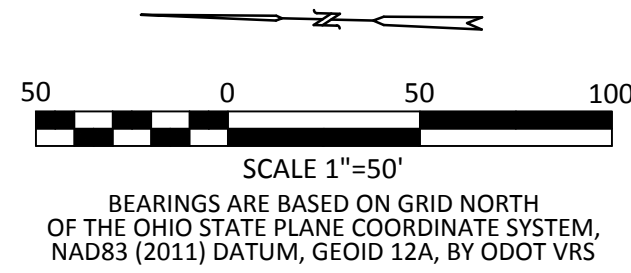
BATH HOUSE PARCEL
TOTAL AREA: 0.3800 Acres
Manner Village Yacht Club, Inc.
O.R. 116, Page 956
39-00864-000

ALTANSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
MARINA SURVEY

6
15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435
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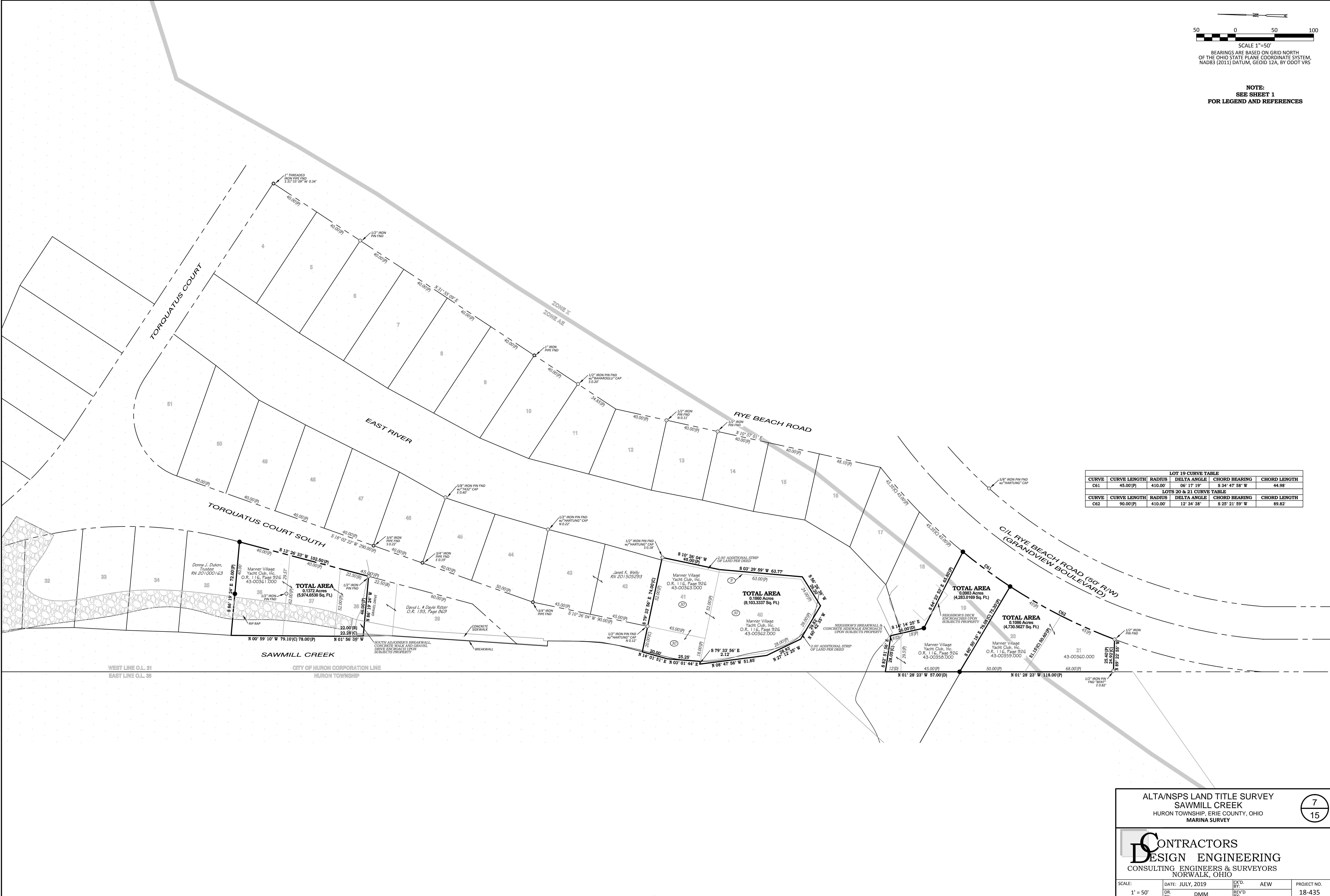


NOTE:
SEE SHEET 1
FOR LEGEND AND REFERENCES

LOT 19 CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C61	45.00'(P)	410.00'	06° 17' 19"	S 34° 47' 58" W	44.98'

LOTS 20 & 21 CURVE TABLE					
CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C62	90.00'(P)	410.00'	12° 34' 38"	S 25° 21' 59" W	89.82'

File Name: Z:\CD\Eng\18-435-Sawmill Creek Report ALTA\Drone info\master-2189-19 ContourAerial - Drone\Package\18-435-ALTA SAWMILL CREEK LLC.dwg



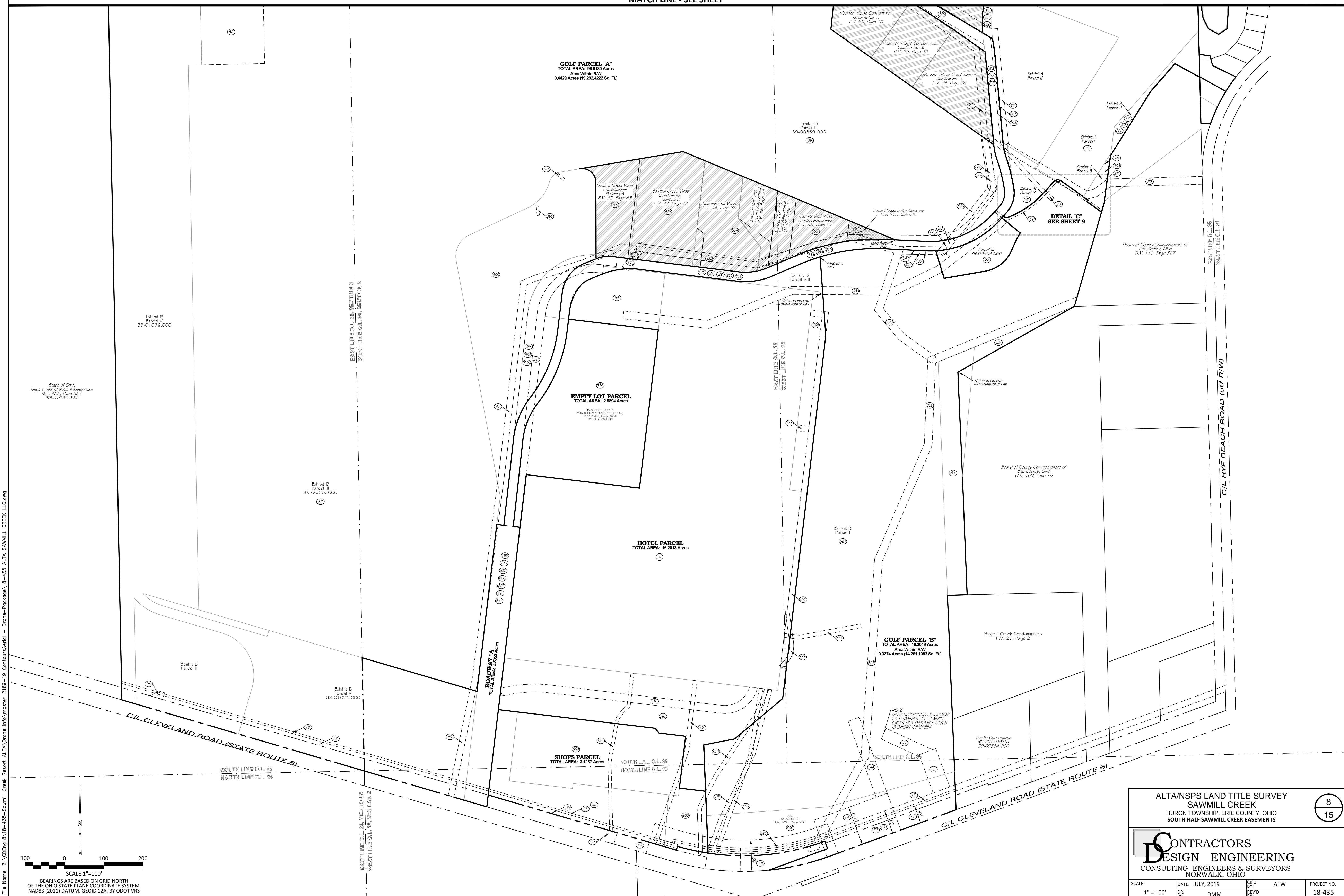
ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
MARINA SURVEY

7
15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'
DATE: JULY, 2019
DR. BY: DMM
CK'D. BY: AEW
REV'D BY:
PROJECT NO. 18-435

File Name: Z:\CD\Eng\18\18-435-Sawmill Creek Report-ALTA\Drone info\master-2189-19 ContourAerial - Drone-Package\18-435-ALTA SAWMILL CREEK LLC.dwg



GOLF PARCEL "A"
TOTAL AREA: 96.5186 Acres
Area Within R/W
0.4429 Acres (19,292,422 Sq. Ft.)

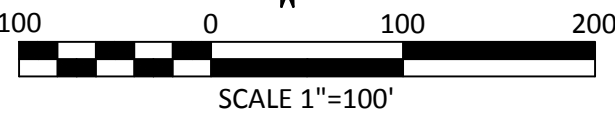
EMPTY LOT PARCEL
TOTAL AREA: 2.5894 Acres

HOTEL PARCEL
TOTAL AREA: 16.2013 Acres

SHOPS PARCEL
TOTAL AREA: 3.1237 Acres

GOLF PARCEL "B"
TOTAL AREA: 16.2049 Acres
Area Within R/W
0.3274 Acres (14,261,103 Sq. Ft.)

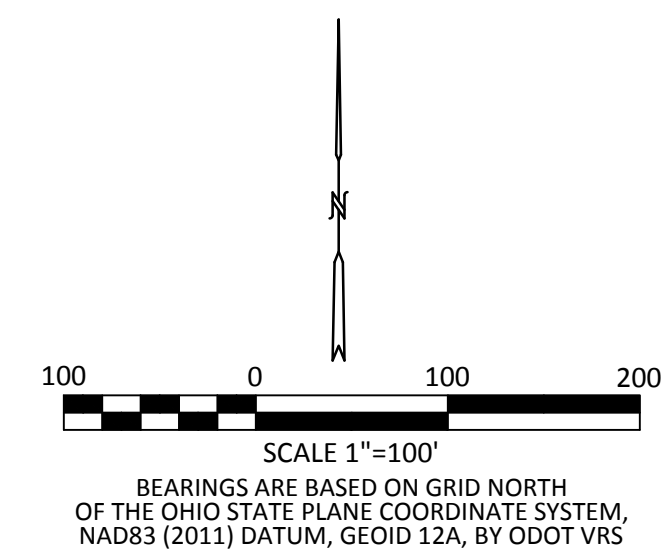
DETAIL "C"
SEE SHEET 9



BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

ALTANS/SPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO SOUTH HALF SAWMILL CREEK EASEMENTS				8 15
CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO				
SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435	

MATCH LINE - SEE THIS SHEET



MATCH LINE - SEE THIS SHEET

DETAIL "C" - SEE SHEET 8

MARSH PARCEL
TOTAL AREA: 27.7385 Acres
Exhibit B
Parcel IV
39-01076.000

EAST LINE O.L. 25, SECTION 3
WEST LINE O.L. 36, SECTION 2

State of Ohio,
Department of Natural Resources
D.V. 482, Page 624
39-61002.000

GOLF PARCEL "A"
TOTAL AREA: 96.5180 Acres
Area Within R/W
0.4429 Acres (19,292.4222 Sq. Ft.)


EAST LINE O.L. 38

LAKE ERIE

ROADWAY "A"
TOTAL AREA: 5.5353 Acres

AURON TOWNSHIP
EAST LINE O.L. 75

ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
NORTH HALF OF SAWMILL CREEK EASEMENTS



DESIGN ENGINEERS & SURVEYORS, INC.
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE:	DATE: JULY, 2019	CK'D. BY: AEW	PROJECT NO. 18-435
1" = 100'	DR. DMM	REV'D RY:	

MATCH LINE - SEE SHEET

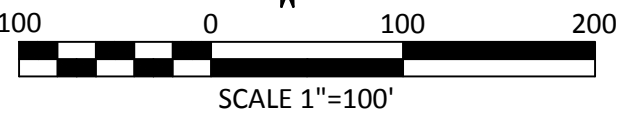


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<div style="display: flex; align-items: center; justify-content: center;"> <div> <h1 style="margin: 0;">CONTRACTORS</h1> <h1 style="margin: 0;">DESIGN ENGINEERING</h1> <p style="margin: 0; font-weight: bold;">CONSULTING ENGINEERS & SURVEYORS</p> <p style="margin: 0; font-weight: bold;">NORWALK, OHIO</p> </div> </div>			
SCALE:	DATE: JULY, 2019	C/D BY: AEW	PROJECT NO:
1" = 50'	DR. BY: DMM	REV'D BY:	18-435

MATCH LINE - SEE SHEET

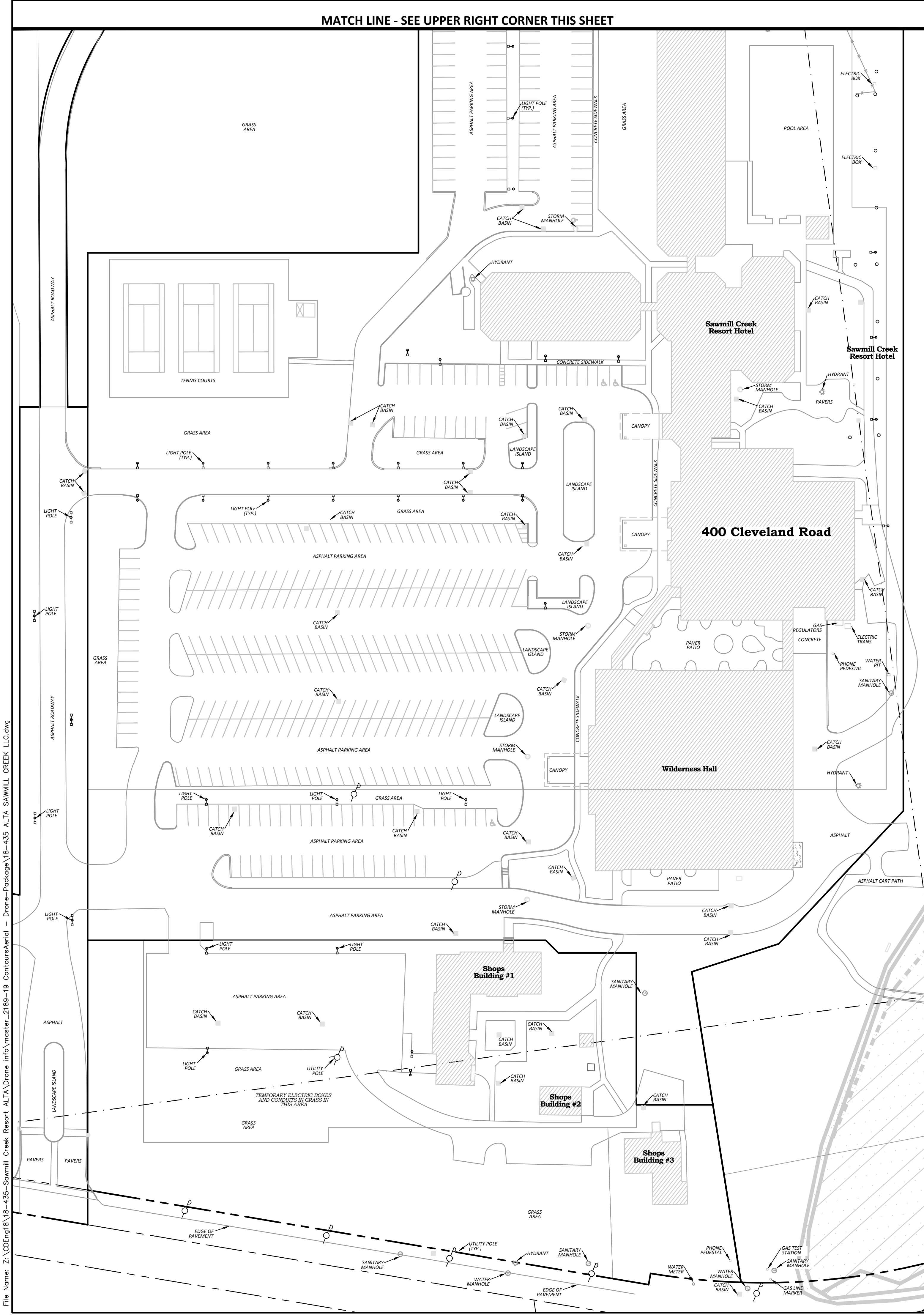


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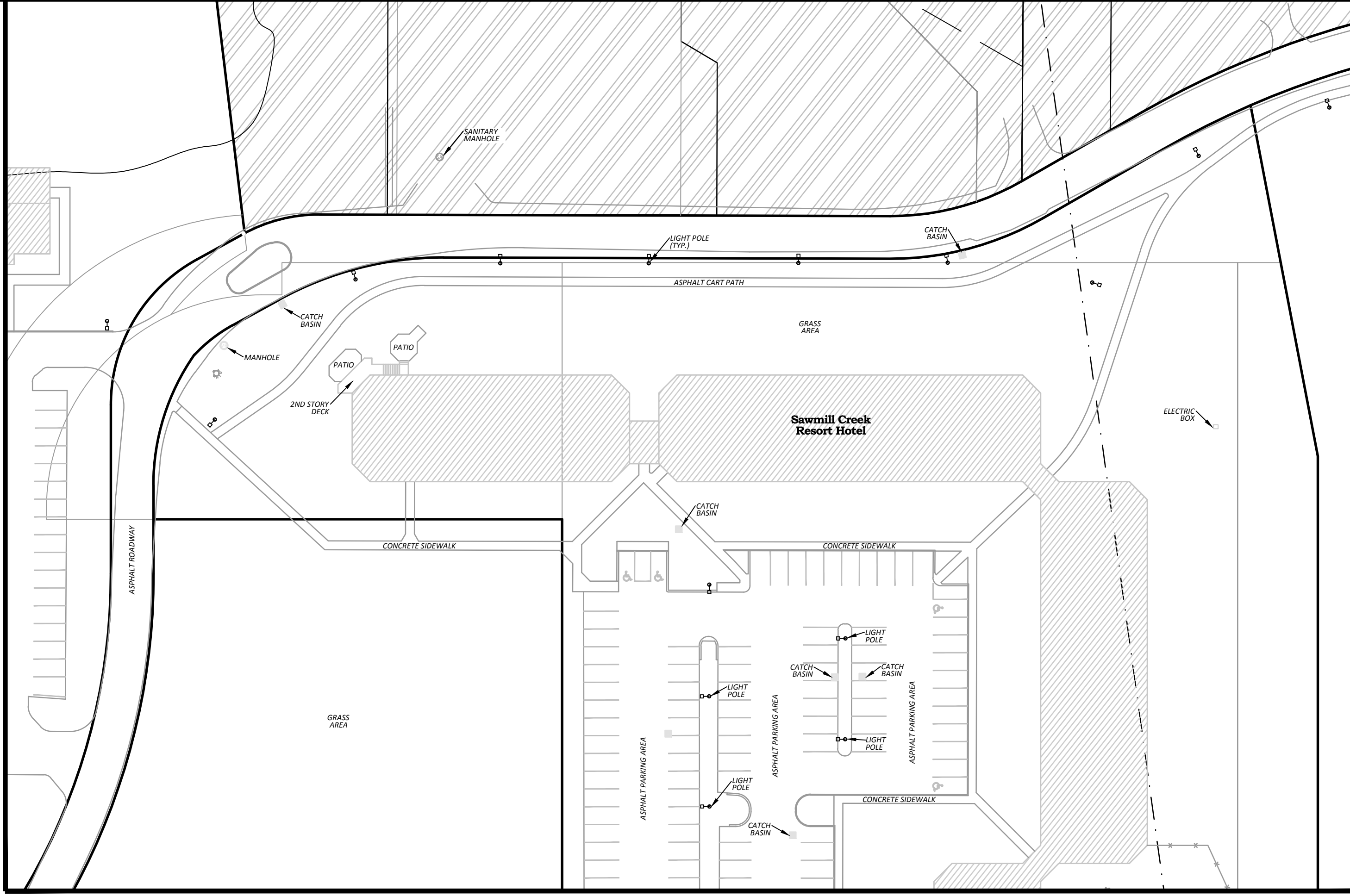


BEARINGS ARE BASED ON GRID NORTH
OF THE OHIO STATE PLANE COORDINATE SYSTEM,
NAD83 (2011) DATUM, GEOID 12A, BY ODOT VRS

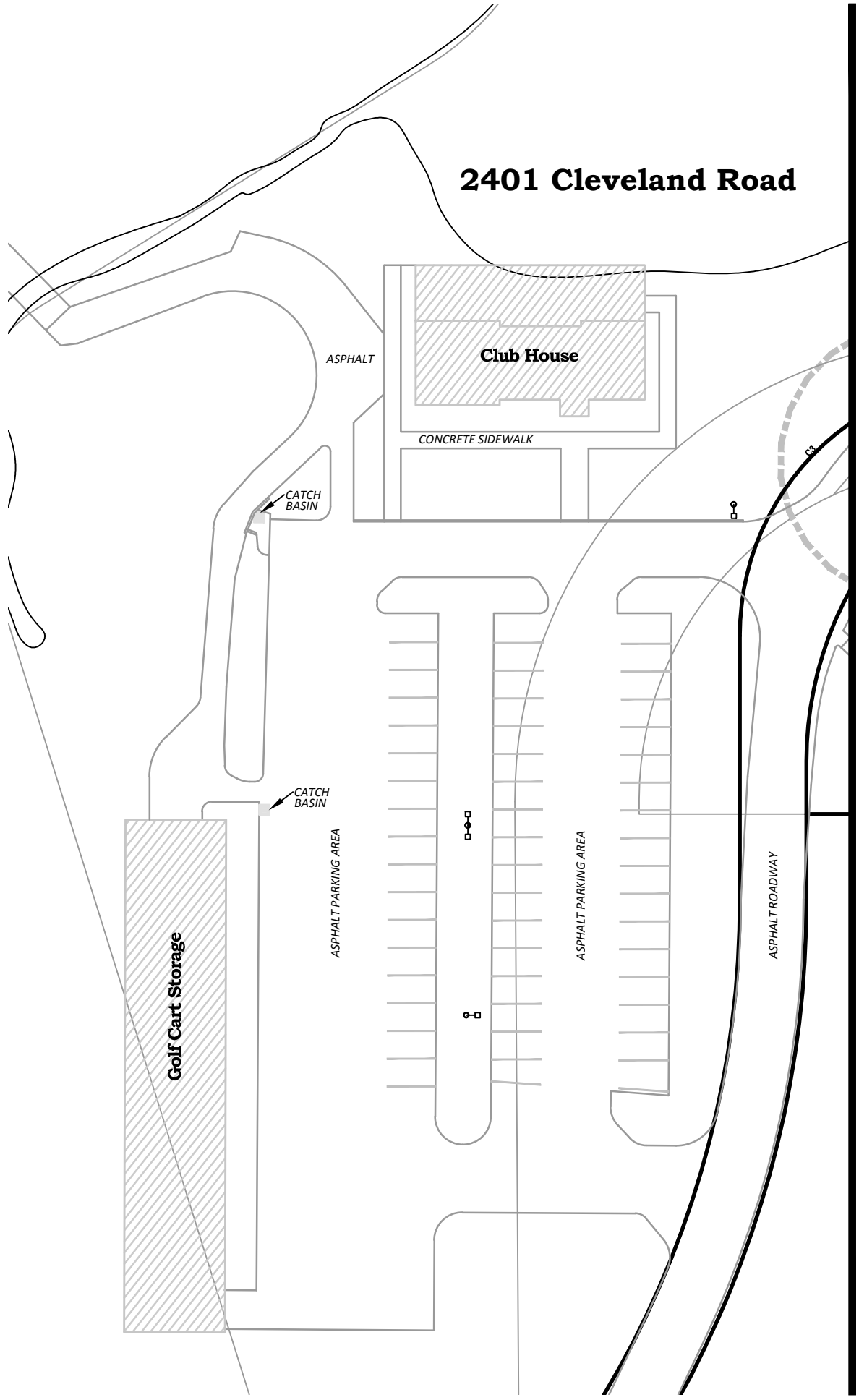
ALTA/NSPS LAND TITLE SURVEY SAWMILL CREEK HURON TOWNSHIP, ERIE COUNTY, OHIO SOUTH HALF SAWMILL CREEK ALTA/NSPS LAND TITLE SURVEY				
 CONTRACTORS DESIGN ENGINEERING CONSULTING ENGINEERS & SURVEYORS NORWALK, OHIO				11 15
SCALE: 1" = 100'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: REV'D BY:	AEW	PROJECT NO. 18-435



SEE LOWER RIGHT CORNER THIS SHEET



MATCH LINE - SEE UPPER LEFT CORNER THIS SHEET



SEE UPPER RIGHT CORNER THIS SHEET

HOTEL PARKING TABLE	
Handicap Parking Spaces:	8 Spaces
Regular Parking Spaces:	463 Spaces
Total Parking Spaces:	471 Spaces
More parking areas do exist but parking spaces are not clearly defined.	

CLUBHOUSE PARKING TABLE	
Handicap Parking Spaces:	0 Spaces
Regular Parking Spaces:	51 Spaces
Total Parking Spaces:	51 Spaces
More parking areas do exist but parking spaces are not clearly defined.	

ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
HOTEL ALTA/NSPS LAND SURVEY

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15

CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

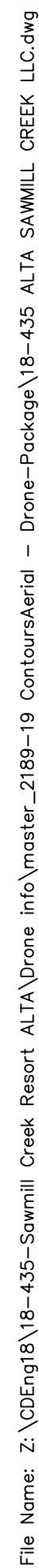
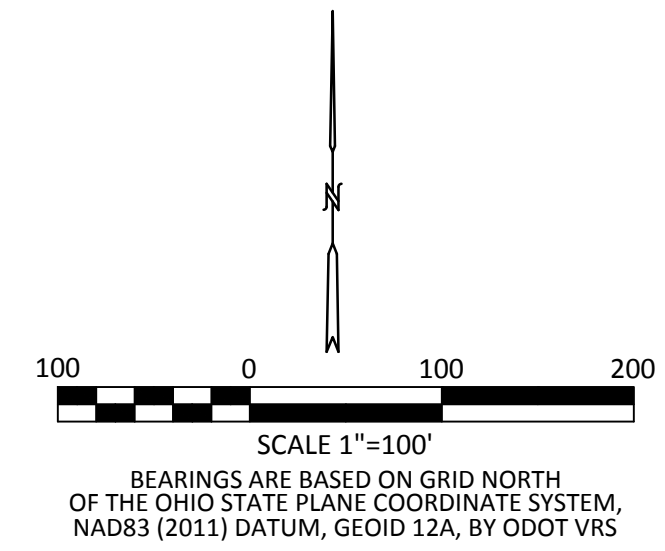
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1" = 100'

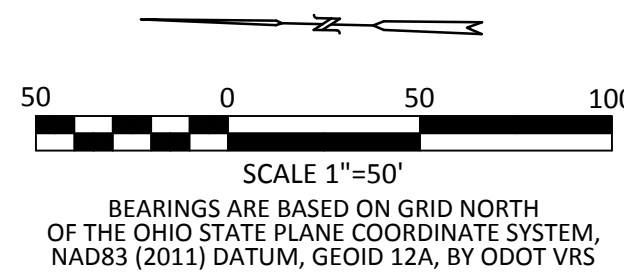
DATE: JULY, 2019
DR. BY: DMM

CHECKED BY: AEW
REV'D BY:

PROJECT NO.
18-435

File Name: Z:\CDEng\18-435-Sawmill Creek Resort ALTA\Drone info\master-2189-19 Contour\Aerial - Drone Package\18-435 ALTA SAWMILL CREEK LLC.dwg





MARINA PARKING TABLE	
Handicap Parking Spaces:	0 Spaces
Regular Parking Spaces:	27 Spaces
Total Parking Spaces:	27 Spaces
More parking areas do exist but parking spaces are not clearly defined.	



ALTA/NSPS LAND TITLE SURVEY
SAWMILL CREEK
HURON TOWNSHIP, ERIE COUNTY, OHIO
MARINA ALTA/NSPS LAND TITLE SURVEY

14
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CONTRACTORS
DESIGN ENGINEERING
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 50'	DATE: JULY, 2019 DR. BY: DMM	CK'D. BY: AEW REV'D BY:	PROJECT NO. 18-435
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File Name: Z:\C08\18-435-Sawmill Creek Resort ALTA\Drawings\18-435 ALTA SAWMILL CREEK LLC.dwg

**EXPEDITED TYPE 1 PETITION FOR THE ANNEXATION OF CERTAIN
TERRITORY IN HURON TOWNSHIP, ERIE COUNTY, OHIO, TO THE CITY OF
HURON, ERIE COUNTY, OHIO UNDER THE SPECIAL ANNEXATION PROCEDURE
PURSUANT TO SECTIONS 709.021 AND 709.022 OF THE OHIO REVISED CODE**

SUBMISSION DATED July 21, 2022

TO: BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO

The undersigned Petitioner, being the owner of all the real estate within certain unincorporated territory, hereinafter described, located in Huron Township, Erie County, Ohio, consisting of 182.32 acres of land (the "Territory"), which is adjacent and contiguous to the City of Huron, Erie County, Ohio, hereby petitions for the annexation of said Territory to the City of Huron, according to the statutes of Ohio, specifically under the special annexation procedure pursuant to Sections 709.021 and 709.022 of the Ohio Revised Code.

The Territory consists of 12 parcels as further described in Exhibit 1, Exhibit 2, and Exhibit 3 to this Petition.

An accurate legal description of the perimeter of the Territory being annexed is attached as Exhibit 1. An accurate map of the Territory being annexed is attached as Exhibit 2. Exhibits 1 and 2 are made a part of this Petition.

Majeed G. Makhlouf, Esq., whose address is Berns, Ockner & Greenberger, LLC, 3733 Park East Drive, Suite 200, Beachwood, Ohio 44122, is appointed agent for the undersigned Petitioner as required by Section 709.02 of the Ohio Revised Code.

Attached to this Petition as Exhibit 3 is list of all parcels within the Territory proposed for annexation and all tracts, lots, or parcels located adjacent to the Territory or directly across the road from it when the road is adjacent to it, including the name and mailing address of the owner of each tract, lot, or parcel, and the permanent parcel number from the County Auditor's permanent parcel numbering system established under Section 319.28 of the Ohio Revised Code for each tract, lot, or parcel. This list shall not be considered to be a part of this Petition, and any error on the list shall not affect the validity of the Petition.

Attached to this Petition as Exhibit 4 is a certified copy of the Annexation Agreement by and between the Board of Trustees of Huron Township, Erie County, Ohio and the Council of the City of Huron, Erie County, Ohio, as provided for in Section 709.192 of the Ohio Revised Code, as amended by the First Amendment to Annexation Agreement, attached to this Petition as Exhibit 5.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO
APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY
COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION
IN THIS MATTER IN LAW OR IN EQUITY.**

Name and Signature

SAWMILL CREEK LLC

By: 

Authorized Representative

Date

7.21.22

EXHIBIT 1

Legal Description and Four Exceptions

(Commencing on following page)

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation
193.1232 Acres**

Being parcels of land located in part of Original Lot 25, Section 3 and Original Lots 30, 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a mag spike previously set at the intersection of the original centerline of Cleveland-Sandusky Road (State Route 6) (60' R/W), the northeast corner of Original Lot 24, Section 3, the southeast corner of Original Lot 25, Section 3 and the southwest corner of Original Lot 36, Section 2 in Huron Township and being the principal place of beginning;

1. Thence North 73° 39' 34" West, along the centerline of Cleveland-Sandusky Road, a distance of 643.08 feet to a point;
2. Thence North 01° 06' 01" West, a distance of 2,095.63 feet to a 3/4" iron pipe found, passing over a 5/8" iron pin set at a distance of 31.45 feet;
3. Thence South 87° 56' 02" East, a distance of 233.63 feet to a 1" iron pipe found;
4. Thence North 01° 14' 49" West, a distance of 2,229.29 feet to a point on the approximate shoreline of Lake Erie;
5. Thence South 49° 53' 42" East, along the approximate shoreline of Lake Erie, a distance of 1,850.32 feet to a point;
6. Thence South 51° 39' 34" East, along the approximate shoreline of Lake Erie, a distance of 56.35 feet to a point;
7. Thence South 38° 26' 14" West, a distance of 165.00 feet to a 5/8" iron pin previously set, passing over a 5/8" iron pin previously set at 15.00 feet;
8. Thence South 09° 37' 12" East, a distance of 48.33 feet to a 5/8" iron pin previously set;
9. Thence South 51° 39' 34" East, a distance of 32.00 feet to a 5/8" iron pin previously set;

10. Thence North 28° 55' 26" East, a distance of 20.89 feet to a 5/8" iron pin previously set;
11. Thence South 39° 02' 50" East, a distance of 110.21 feet to a point;
12. Thence South 41° 40' 56" East, a distance of 57.50 feet to a point;
13. Thence South 58° 51' 27" East, a distance of 81.90 feet to a point;
14. Thence South 71° 53' 10" East, a distance of 28.14 feet to a point;
15. Thence South 66° 47' 59" East, a distance of 43.25 feet to a point;
16. Thence South 57° 08' 18" East, a distance of 30.49 feet to a point;
17. Thence South 45° 14' 53" East, a distance of 137.07 feet to a point;
18. Thence South 62° 15' 35" East, a distance of 81.65 feet to a point;
19. Thence South 75° 00' 31" East, a distance of 45.28 feet to a 5/8" iron pin previously set;
20. Thence North 43° 04' 00" East, a distance of 163.27 feet to a point on the approximate shoreline of Lake Erie, passing over a 5/8" iron pin previously set at a distance of 148.27 feet;
21. Thence South 53° 20' 18" East, along the approximate shoreline of Lake Erie, a distance of 131.29 feet to a point;
22. Thence South 53° 11' 51" East, along the approximate shoreline of Lake Erie, a distance of 116.01 feet to a point;
23. Thence South 69° 09' 59" East, along the approximate shoreline of Lake Erie, a distance of 411.58 feet to a point the west line of Original Lot 31, and the east line of Original Lot 35;
24. Thence South 01° 28' 23" East, along the west line of Original Lot 31, and the east line of Original Lot 35, a distance of 790.99 feet to a 5/8" iron pin previously set;
25. Thence North 61° 34' 58" West, a distance of 71.79 feet to a 5/8" iron pin previously set;
26. Thence South 41° 14' 02" West, a distance of 93.57 feet to a 5/8" iron pin previously set;
27. Thence South 32° 00' 37" West, a distance of 192.93 feet to a 5/8" iron pin previously set;

28. Thence South $07^{\circ} 39' 15''$ West, a distance of 116.11 feet to a point;
29. Thence North $53^{\circ} 23' 08''$ East, a distance of 1.40 feet to a point;
30. Thence South $16^{\circ} 03' 55''$ West, a distance of 280.45 feet to a point referenced by a $5/8''$ iron pin found 2.24 feet north and 2.15 feet west, passing over a $1/2''$ iron pin found with a "Baharoglu" cap at 30.60 feet;
31. Thence South $60^{\circ} 33' 02''$ West, a distance of 340.18 feet to a $1/2''$ iron pin found with a "Baharoglu" cap;
32. Thence South $02^{\circ} 26' 36''$ East, a distance of 267.35 feet to a $5/8''$ iron pin previously set at a deflection point;
33. Thence South $02^{\circ} 17' 52''$ East, a distance of 300.00 feet to a $5/8''$ iron pin previously set;
34. Thence South $88^{\circ} 36' 22''$ West, a distance of 50.01 feet to a $5/8''$ iron pin;
35. Thence South $02^{\circ} 17' 52''$ East, a distance of 546.15 feet to a point on the centerline of Cleveland-Sandusky Road, passing over a $1/2''$ iron pin with a "Baharoglu" cap found at a distance of 510.51 feet;
36. Thence South $69^{\circ} 47' 23''$ West, along the centerline of Cleveland-Sandusky Road, a distance of 341.14 feet to a point;
37. Thence, along said curve to the right and the centerline of Cleveland-Sandusky Road, having a radius of 639.95 feet, a central angle of $14^{\circ} 21' 43''$, a curve length of 160.41 feet, a chord bearing of South $76^{\circ} 58' 15''$ West and a chord distance of 159.99 feet to a point;
38. Thence North $69^{\circ} 47' 23''$ East, a distance of 158.74 feet to a point;
39. Thence North $20^{\circ} 12' 37''$ West, a distance of 20.00 feet to a $5/8''$ iron pin previously set on the north right-of-way line of Cleveland-Sandusky Road and a curve to the right;
40. Thence, along said curve to the right, having a radius of 599.95 feet, a central angle of $36^{\circ} 27' 20''$, a curve length of 381.73 feet, a chord bearing of South $88^{\circ} 01' 03''$ West and a chord distance of 375.32 feet to a $1/2''$ iron pin found with a "Baharoglu" cap, passing over a $5/8''$ iron pin previously set at 301.96 feet;
41. Thence South $16^{\circ} 20' 26''$ West, along the north right-of-way line of Cleveland-Sandusky Road, a distance of 10.00 feet to a $1/2''$ iron pin found with a "Baharoglu" cap;

42. Thence North $73^{\circ} 39' 34''$ West, along the north right-of-way line of Cleveland-Sandusky Road, a distance of 498.73 feet to a $5/8''$ iron pin previously set;
43. Thence South $06^{\circ} 46' 08''$ West, a distance of 30.42 feet to a point on the original centerline of Cleveland-Sandusky Road;
44. Thence North $73^{\circ} 39' 34''$ West, along the original centerline of Cleveland-Sandusky Road, a distance of 324.84 feet to the principal place of beginning and containing 193.1232 acres of land more or less, of which 0.9955 acres (43,364.5829 Sq. Ft.) are within the right-of-way, 48.8347 acres are within Original Lot 25, Section 3, 5.3209 acres are within Original Lot 30, Section 2, 48.1671 acres are within Original Lot 35, Section 2 and 90.8005 acres are within Original Lot 36, Section 2, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All $5/8''$ iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 1
0.3284 Acres**

Being parcels of land located in part of Original Lot 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at the northwest corner of Mariner Village Condominium, Building Number 8, P.V. 26, Pg. 54, thence North $78^{\circ} 44' 34''$ West, a distance of 87.26 feet to a $5/8$ " iron pin found with a "Baharoglu" cap and being the principal place of beginning;

1. Thence along a curve to the right, having a radius of 175.19 feet, a central angle of $62^{\circ} 30' 40''$, a curve length of 191.14 feet, a chord bearing North $47^{\circ} 29' 14''$ West and a chord distance of 181.80 feet to a $5/8$ " iron pin found with a "Baharoglu" cap;
2. Thence North $46^{\circ} 04' 34''$ West, a distance of 50.00 feet to a point;
3. Thence North $43^{\circ} 55' 26''$ East, a distance of 24.84 feet to a point;
4. Thence South $71^{\circ} 53' 10''$ East, a distance of 37.94 feet to a point;
5. Thence along a curve to the right, having a radius of 138.00 feet, a central angle of $27^{\circ} 08' 55''$, a curve length of 65.39 feet, a chord bearing South $58^{\circ} 18' 43''$ East and a chord distance of 64.78 feet to a point;
6. Thence South $44^{\circ} 44' 15''$ East, a distance of 106.11 feet to a point;
7. Thence along a curve to the left, having a radius of 212.00 feet, a central angle of $07^{\circ} 56' 51''$, a curve length of 29.41 feet, a chord bearing South $48^{\circ} 42' 41''$ East and a chord distance of 29.38 feet to a point;
8. Thence South $45^{\circ} 15' 45''$ West, a distance of 49.49 feet to the principal place of beginning and containing 0.3284 acres (14,305.1621 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 2
4.5342 Acres**

Being parcels of land located in part of Original Lot 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1/2" iron pin found at the southeast corner of Mariner Village Condominium, Building Number 1, P.V. 24, Pg. 68 and being the principal place of beginning;

1. Thence North 54° 37' 47" West, a distance of 508.52 feet to a 5/8" iron pin found;
2. Thence North 06° 08' 37" East, a distance of 488.00 feet to a 5/8" iron pin found;
3. Thence North 16° 33' 19" East, a distance of 342.35 feet to a point;
4. Thence South 78° 44' 34" East, a distance of 130.00 feet to a point;
5. Thence South 41° 04' 34" East, a distance of 75.00 feet to a point;
6. Thence South 29° 56' 01" West, a distance of 120.11 feet to a point;
7. Thence South 16° 33' 19" West, a distance of 171.73 feet to a point;
8. Thence South 06° 08' 37" West, a distance of 386.44 feet to a point;
9. Thence South 72° 42' 13" East, a distance of 28.69 feet to a point;
10. Thence South 56° 51' 06" East, a distance of 128.97 feet to a point;
11. Thence South 54° 37' 47" East, a distance of 98.93 feet to a point;
12. Thence along a curve to the right, having a radius of 488.00 feet, a central angle of 01° 43' 38", a curve length of 14.71 feet, a chord bearing of South 06° 11' 40" East and a chord distance of 14.71 feet to a point;

13. Thence South 05° 19' 51" East, a distance of 222.91 feet to the principal place of beginning and containing 4.5342 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 3
2.7814 Acres**

Being parcels of land located in part of Original Lots 35, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 5/8" iron pin previously set at the southeast corner of Mariner Village Condominium Building Number 9, P.V. 28, Pg. 56 and being the principal place of beginning;

1. Thence North 59° 16' 38" West, a distance of 145.15 feet to a point;
2. Thence along a curve to the right, having a radius of 88.00 feet, a central angle of 64° 00' 08", a curve length of 98.30 feet, a chord bearing of North 27° 16' 34" West and a chord distance of 93.27 feet to a point;
3. Thence North 04° 43' 30" East, a distance of 267.25 feet to a point;
4. Thence along a curve to the right, having a radius of 318.00 feet, a central angle of 40° 54' 28", a curve length of 227.04 feet, a chord bearing of North 25° 10' 44" East and a chord distance of 222.25 feet to a point;
5. Thence North 45° 37' 58" East, a distance of 28.29 feet to a point;
6. Thence along a curve to the left, having a radius of 100.00 feet, a central angle of 66° 03' 49", a curve length of 115.30 feet, a chord bearing of South 36° 12' 23" East and a chord distance of 109.02 feet to a 5/8" iron pin previously set;
7. Thence South 69° 14' 12" East, a distance of 68.00 feet to a 5/8" iron pin previously set;
8. Thence along a curve to the right, having a radius of 50.00 feet, a central angle of 90° 00' 00", a curve length of 78.54 feet, a chord bearing of South 24° 14' 12" East and a chord distance of 70.71 feet to a 5/8" iron pin previously set;
9. Thence South 20° 45' 48" West, a distance of 5.00 feet to a 5/8" iron pin previously set;
10. Thence South 69° 14' 12" East, a distance of 24.00 feet to a 5/8" iron pin previously set;
11. Thence South 20° 45' 48" West, a distance of 355.00 feet to a 5/8" iron pin previously set;

12. Thence North $69^{\circ} 14' 12''$ West, a distance of 13.15 feet to a 5/8" iron pin previously set;
13. Thence South $06^{\circ} 08' 09''$ West, a distance of 72.65 feet to a 5/8" iron pin previously set;
14. Thence along a curve to the left, having a radius of 312.00 feet, a central angle of $10^{\circ} 07' 30''$, a curve length of 55.14 feet, a chord bearing of South $01^{\circ} 04' 24''$ West and a chord distance of 55.06 feet to the principal place of beginning and containing 2.7814 acres of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Description For:
Sawmill Creek Annexation Exception 4
3.1639 Acres**

Being parcels of land located in part of Original Lots 35 & 36, Section 2, Huron Township, Township 6 North, Range 22 West, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 5/8" iron pin previously set at the southeast corner of Mariner Golf Villas, Fourth Amendment, P.V. 48, Pg. 67 and being the principal place of beginning;

1. Thence along said curve to the left, having a radius of 522.00 feet, a central angle of $14^{\circ} 41' 41''$, a curve length of 133.88 feet, a chord bearing of South $74^{\circ} 16' 16''$ West and a chord distance of 133.51 feet to a 1/2" iron pin found with a "Baharoglu" cap;
2. Thence South $66^{\circ} 55' 26''$ West, a distance of 78.02 feet to a mag nail found;
3. Thence along a curve to the right, having a radius of 148.00 feet, a central angle of $30^{\circ} 00' 00''$, a curve length of 77.49 feet, a chord bearing of South $81^{\circ} 55' 26''$ West and a chord distance of 76.61 feet to a mag nail found;
4. Thence North $83^{\circ} 04' 34''$ West, a distance of 320.84 feet to a 5/8" iron pin previously set;
5. Thence along a curve to the left, having a radius of 88.51 feet, a central angle of $28^{\circ} 27' 27''$, a curve length of 43.96 feet, a chord bearing of South $82^{\circ} 41' 42''$ West and a chord distance of 43.51 feet to a mag nail found;
6. Thence North $00^{\circ} 04' 34''$ West, a distance of 194.56 feet to a point;
7. Thence along a curve to the left, having a radius of 35.00 feet, a central angle of $99^{\circ} 24' 24''$, a curve length of 60.72 feet, a chord bearing of North $49^{\circ} 46' 46''$ West and a chord distance of 53.39 feet to a 1/2" iron pin found with a "Baharoglu" cap;
8. Thence North $80^{\circ} 31' 02''$ East, a distance of 266.24 feet to a point referenced by a 1/2" iron pin found with a "Baharoglu" cap found 0.27 feet north and 0.51 feet west;

9. Thence South $67^{\circ} 24' 22''$ East, a distance of 457.99 feet to a 5/8" iron pin previously set;
10. Thence South $07^{\circ} 10' 12''$ West, a distance of 52.95 feet to the principal place of beginning and containing 3.1639 acres of land more or less, of which 2.6860 acres are within Original Lot 35, Section 2 and 0.4779 acres (20,816.5529 sq. ft.) are within Original Lot 36, Section 2, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 (2011) Datum, Geoid 12A, by ODOT VRS.

All 5/8" iron pins set are 30" long rebar with yellow plastic caps stamped "C.D.ENG 8456 & 8512".

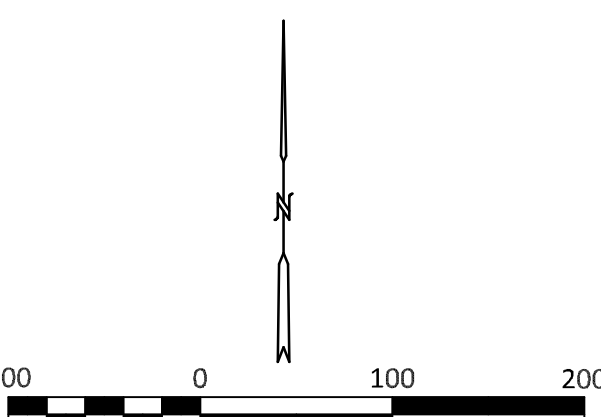
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

EXHIBIT 2

Map of the Territory to be Annexed

(Commencing on following page)

MAP AND DESCRIPTIONS HEREON ARE FOR ANNEXATION ONLY; NOT INTENDED TO USE FOR TRANSFER OF TITLE.



SCALE 1"=100'
BEARINGS ARE BASED ON GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NAD83 (2011) DATUM, GEOID 12A, BY GDOT VRS

LINE	BEARING	DISTANCE
11	S 51° 29' 34" E	56.35
12	S 69° 27' 12" E	46.33
13	S 51° 29' 34" E	56.35
14	N 34° 58' 26" E	20.89
15	S 39° 02' 50" E	110.31
16	S 41° 46' 50" E	57.50
17	S 58° 51' 27" E	81.90
18	S 71° 18' 10" E	28.14
19	S 66° 47' 59" E	43.25
20	S 87° 08' 18" E	30.49
21	S 48° 14' 53" E	137.07
22	S 62° 19' 38" E	61.45
23	S 79° 09' 31" E	65.28
EXCEPTION 1 LINE TABLE		
114	N 43° 58' 26" E	24.84
115	S 71° 58' 10" E	37.94
116	S 44° 44' 18" E	136.11
117	S 45° 18' 48" W	19.49
EXCEPTION 2 LINE TABLE		
118	S 41° 04' 34" E	76.00
119	S 72° 42' 13" E	28.69
EXCEPTION 3 LINE TABLE		
120	N 45° 37' 58" E	28.29
121	S 69° 14' 12" E	64.00
122	S 29° 45' 48" W	5.00
123	S 69° 14' 12" E	24.00
124	N 69° 14' 12" W	13.18
125	S 69° 14' 09" W	12.65
EXCEPTION 4 LINE TABLE		
126	S 66° 48' 26" W	16.03
127	N 53° 05' 34" W	320.84
128	S 67° 10' 12" W	52.95

PREVIOUSLY SET	FOUND	DESCRIPTION
●	○	IRON PIN
○	○	IRON PIPE
○	○	MAG NAIL
○	○	MAG SPIKE
○	○	MONUMENT BOX
(D)	(D)	DEED PLATTED
(S)	(S)	SURVEY

ALL 5/8" IRON PINS SET ARE 30" LONG REBAR WITH YELLOW PLASTIC CAPS STAMPED "C.D. ENG. 46080512"

	ANNEXATION EXCEPTION 1
	ANNEXATION EXCEPTION 2
	ANNEXATION EXCEPTION 3
	ANNEXATION EXCEPTION 4

CURVE	CURVE LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	169.41	839.58	14° 21' 45"	S 75° 58' 15" W	159.99
C2	381.73	899.58	36° 27' 20"	S 68° 01' 03" W	378.32
C3	65.39	138.07	27° 08' 55"	S 58° 15' 43" E	64.78
C4	29.41	212.00	07° 56' 51"	S 49° 42' 41" E	29.38
C5	14.71	488.00	01° 43' 38"	S 00° 11' 40" E	14.71
C6	55.14	312.00	07° 57' 30"	S 01° 04' 24" W	55.06
C7	133.58	522.00	14° 41' 41"	S 74° 18' 10" W	133.51
C8	77.49	146.00	30° 00' 00"	S 61° 55' 20" W	76.61
C9	43.96	88.51	28° 27' 27"	S 62° 41' 42" W	43.51
C10	60.72	38.00	99° 24' 24"	S 49° 46' 46" W	53.39

EXCEPTION 1
TOTAL AREA: 0.0364 Acres (79,306.1621 Sq. Ft.)
EXCEPTION 2
TOTAL AREA: 4.8384 Acres
EXCEPTION 3
TOTAL AREA: 2.7514 Acres
EXCEPTION 4
TOTAL AREA: 3.1019 Acres
Original Lot 36, Section 2, 2.6992 Acres
Original Lot 36, Section 2, 2.6779 Acres (25,114.523 sq. ft.)

ANNEXATION
TOTAL AREA: 103.1222 Acres
Area Within
0.0365 Acres (79,306.1621 Sq. Ft.)
Area Within
Original Lot 28, Section 2, 46.3347 Acres
Original Lot 28, Section 2, 5.2359 Acres
Original Lot 28, Section 2, 46.3079 Acres
Original Lot 28, Section 2, 5.0000 Acres

EXHIBIT 3

LIST OF PARCELS WITHIN THE TERRITORY PROPOSED FOR ANNEXATION

The territory to be annexed consists of 12 parcels, each owned by Sawmill Creek, LLC, One Cedar Point Drive, Sandusky, Ohio:

1. 39-01076.029
2. 39-01076.004
3. 39-01076.000
4. 39-01076.005
5. 39-00553.000
6. 39-00827.000
7. 39-00859.000
8. 39-00864.000
9. 39-00864.001
10. 39-01076.001
11. 39-01076.017
12. 39-01076.003

LIST OF ADJACENT TRACTS

Based on Erie County Fiscal Office's current tax list as of June 15, 2022

39-01077.006
KEKELIK NANCY A
16079 FALMNUTH DR
STRONGSVILLE OH 4413

39-01077.001
SAGER PATRICIA A
15 SAWMILL CREEK DR W
HURON OH 44839

39-01076.016
LANGE TODD
19 LINCOLN AVE
CROMPOND NY 10517

39-01076.026
SCHIEFLEY DANIEL J
SUCCESSOR TRUSTEE
1604 E PERKINS AVE
SANDUSKY OH 44870

39-01076.028
MOLNAR PETER MICHAEL & KRISTINE L TRUSTEES
4703 SE 17TH PLACE # 505
CAPE CORAL FL 33904

39-01076.011
DANIELS JOHN B & VICTORIA E CO TRUSTEES
5221 SPRUCE POINTE LN
BRUNSWICK OH 44212

39-00353.000
EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-00419.000
RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839

39-00060.000

BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

39-00052.000

HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-60930.000

ERIE COUNTY BOARD OF COUNTY COMMISSIONERS
247 COLUMBUS AVE.
RM. 210
SANDUSKY, OH 44870-2635

39-01002.000

SAWMILL HURON LLC
911 TAYLOR AVE
HURON OH 44839

Parcel No. 39-00534.000

TRESHA CORPORATION
2314 TROY RD
DELAWARE OH 43015

39-01091.000

LJJ OHIO LLC
132 SHEPPARD AVE
NY ONTARIO M2N 1M5

39-01089.000

EISENBERG BURT E TRUSTEE
7935 AIRPORT RD
NAPLES FL 34109

39-01076.031

DORRANCE JOHN W JR & MARTHA J TRUSTEES
9965 CALLAWOODS DR
CANFIELD OH 44406

39-01076.014

INGLEY DAVID & LINDA
269 SOUTHARD ST
KEY WEST FL 33040

39-01076.019

PUHALA PHILIP & BARBARA
708 MARINERS VILLAGE
HURON OH 44839

39-01026.095

BARRY ELIZABETH M TRUSTEE
315 BONNIE LANE
AURORA OH 44202

39-01076.009

FRY JAMES D
706 MARINER VILLAGE
HURON OH 44839

39-01076.007

RUSSIN JEAN L TRUSTEE
704 MARINER VILLAGE DR
HURON OH 44839-1034

39-01076.013

OZZIAC ENTERPRISES INC
380 E PARK
NORWALK OH 44857

39-01076.010

THORSON DAVID L & RHONDA
700 MARINER VILLAGE
HURON OH 44839

39-01076.002

HILL GREGORY L
626 MARINER VILLAGE
HURON OH 44839

39-01026.010

BROWN NANCY L TRUSTEES
529 MARINER VILLAGE
HURON OH 44839

39-01026.016

RUBICK WILLIAM D TRUSTEE
525 MARINER VILLAGE
HURON OH 44839

39-01026.021
EVERSON ANNE M TRUSTEE
521 MARINER VILLAGE
HURON OH 44839

39-01026.000
HILL GREGORY L & LISA R
609 MARINER VILLAGE
HURON OH 44839

39-01026.097
PARKER TONIA F & STEVEN L CONKLIN
514 MARINER VILLAGE DR
HURON OH 44839

39-01026.096
BRIAN GARY S & VICTORIA
51 MARINER VILLAGE
HURON OH 44839

39-01026.005
DEWEY MICHAEL C & JILL MARTIN
509 MARINER VILLAGE
HURON OH 44839

39-01026.001
ROUTE 20 DEVELOPMENT LLC
1505 GREAT WOODS PL
LONGVIEW TX 75605

39-00986.000
VERMEEREN BARRY W & DIXIE A
501 MARINER VILLAGE DR
HURON OH 44839

39-61002.000
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS, OH

39-61008.000
STATE OF OHIO DEPT OF NAT RESOURCES
2045 MORSE ROAD
COLUMBUS, OH

39-00054.000

POKORNY DONALD & ANN
711 MARINER VILLAGE
HURON OH 44839

39-00053.001

HURON ECONO LODGE LP 3/4 & RAF DEVELOPMENT CO INC 1/4
C/O DENNIS MICHELSON
6322 146TH ST S.W.
EDMONDS WA 98026

39-00052.000

HILL GREGORY L & THOMAS G BLEILE
609 MARINER VILLAGE
HURON OH 44839

39-00060.000

BENNETT DANIEL F & KRISTINE M
2408 CLEVELAND ROAD W
HURON OH 44839

39-00419.000

RESORT PROPERTIES MANAGEMENT LTD
609 MARINER VILLAGE
HURON OH 44839

43-00131.000

DOUBLER DAVID & TRACY
2420 HOLLYLANE DR
BROADVIEW HEIGHTS OH 44147

EXHIBIT 4

Certified Copy of the Annexation Agreement
by and Between Huron Township, Erie County, Ohio and the City of Huron, Erie County, Ohio

(Commencing on following page)

CERTIFICATION

I, Terri S. Welkener, Clerk of the Council of the City of Huron, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. 42-2021 adopted at a regular meeting of the Council of the City of Huron, Erie County, Ohio which was held on July 13, 2021.

Given under my hand and seal this 24th day of June, 2022.



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

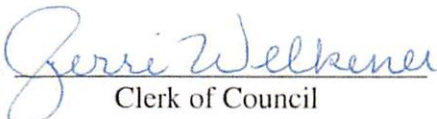
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Annexation Agreement on file in the office of the Clerk of Council.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

- A) An island or islands of Township Territory being located within the City and/or
- B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 **Taxes.** The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

- A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.
- B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.
- C. **Property Tax:**
 - a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.
 - b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.
 - c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:

- i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
- ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
- iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).

e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.

f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.

D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (i) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. 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 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:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

THE CITY OF HURON, ERIE COUNTY, OHIO

By: [Signature]
Its: Matthew Lasko, City Manager
Date: 8/25/21

Approved as to form:

By: [Signature]
JOHN A. SCHRADER, LAW DIRECTOR

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: [Signature]
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:

By: [Signature]
Susan Brown, Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 

Authorized Representative

Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

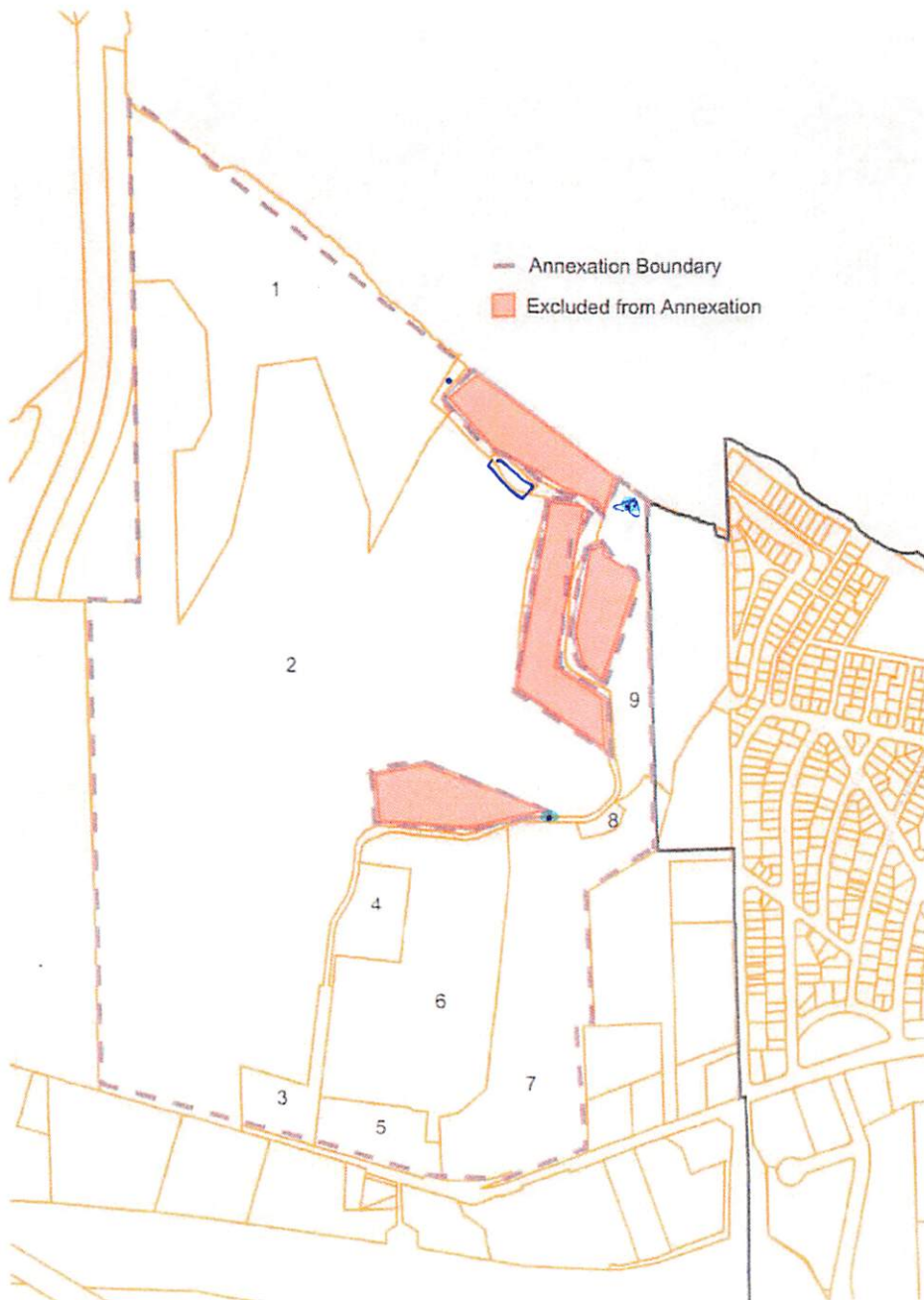
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001 ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="radio"/>	<input type="radio"/>
Ms. Schlessman	<input checked="" type="radio"/>	<input type="radio"/>
Mr. Enderle	<input checked="" type="radio"/>	<input type="radio"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

EXHIBIT 5

First Amendment to Annexation Agreement
by and Between Huron Township, Erie County, Ohio and the City of Huron, Erie County, Ohio

(Commencing on following page)

CERTIFICATION

I, Terri S. Welkener, Clerk of the Council of the City of Huron, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. 65-2022 adopted at a regular meeting of the Council of the City of Huron, Erie County, Ohio which was held on July 12, 2022.

Given under my hand and seal this 13th day of July, 2022.



Terri S. Welkener
Clerk of Council



RESOLUTION NO. 65-2022

Introduced by Monty Tapp

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003.

WHEREAS, the City of Huron and Huron Township previously entered into a Annexation Agreement for Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000 and 39-00864.001, which agreement was executed on August 25, 2021 following adoption of Resolution No. 42-2021 by Huron City Council on July 13, 2021 (the "Annexation Agreement", a copy of which is attached hereto as Exhibit "A"); and

WHEREAS, following execution of the Annexation Agreement, Sawmill Creek LLC obtained ownership of three additional parcels, namely Erie County, Ohio Permanent Parcel Number 39-010076.001, 39-01076.017 and 39-01076.003 (collectively, the "Additional Parcels"; and

WHEREAS, Sawmill Creek LLC has requested that the Additional Parcels be included in the property annexed to the City of Huron; and

WHEREAS, the Additional Parcels total less than one acre in area, are landlocked and unbuildable, and the Huron Township Trustees have adopted a resolution approving the First Amendment to the Annexation Agreement to add the Additional Parcels to the property annexed by the City of Huron. A copy of the First Amendment to Annexation Agreement is attached hereto as Exhibit "B"; and

WHEREAS, the Huron City Council wishes to include the Additional Parcels in the property annexed, as set forth the First Amendment to Annexation Agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into a First Amendment to Annexation Agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, 39-01076.001, 39-01076.017 and 39-01076.003 which agreement shall be substantially in the form of the First Amendment to Annexation Agreement attached hereto as Exhibit "B" and made a part hereof by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that

all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Monty Tapp, Mayor

ATTEST: 

Clerk of Council

ADOPTED: 12 JUL 2022



RESOLUTION NO. 42-2021

Introduced by Monty Tapp

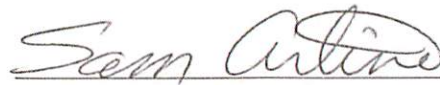
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

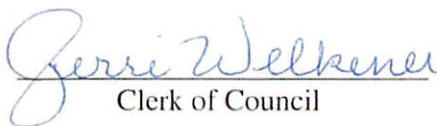
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000, 39-00864.001, which agreement shall be substantially in the form of the Annexation Agreement on file in the office of the Clerk of Council.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.



Sam Artino, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 13 JUL 2021

**ANNEXATION AGREEMENT
BY AND BETWEEN
HURON TOWNSHIP (ERIE COUNTY), OHIO
AND
THE CITY OF HURON, OHIO**

**Dated as of
August 31, 2021**

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into by and between the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio ("Township"), and the Council of the city of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio ("City") (collectively, the "Parties").

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio;

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within the territories to which this Agreement pertains;

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas;

WHEREAS, a certain landowner, Sawmill Creek LLC, has expressed a desire to pursue annexation of certain parcels located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are listed and described in Attachment A hereto and incorporated herein (the "Annexation Parcels") in connection with a planned redevelopment of the Annexation Parcels (the "Project");

WHEREAS, in accordance with Ohio Revised Code Section 709.192 the City has agreed that upon the annexation of the Annexation Parcels to the City, the City will make certain service payments to the Township as set forth herein;

WHEREAS, the annexation of the Annexation Parcels will, if successful, require economic development assistance in various forms;

WHEREAS, the City and Township are willing to entertain reciprocal requests for economic development assistance if the annexation occurs upon terms mutually satisfactory to both Parties;

WHEREAS, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes, as set forth herein;

WHEREAS, the Parties believe that annexation of the Annexation Parcels will benefit their mutual interests if annexed to the City;

WHEREAS, the owner of the Annexation Parcels (the "Property Owner") and the City are negotiating the terms of a Development Agreement (the "Development Agreement") setting forth

the obligations of such parties with respect to the Annexation Parcels, including but not limited to the provision of infrastructure and services to the Project by the City and the Township and the provision by the City of tax increment financing under Section 5709.41 (the "TIF") with respect to the Annexation Parcels; and

WHEREAS, this Agreement is authorized under the provisions of Sections 709.192 and 709.022 of the Ohio Revised Code and other applicable laws of the state of Ohio and has been approved by the respective legislative authorities of both Parties and by the Owner.

NOW, THEREFORE, in consideration for the mutual promises contained herein the Parties covenant and agree as follows:

ARTICLE 1

ANNEXATION OF ANNEXATION PARCELS AND LIMITATIONS

Section 1.1. Designation of Annexation Parcels. This Agreement shall apply to the annexation of the Annexation Parcels listed in Attachment A.

Section 1.2. Annexation of Annexation Parcel. The Township agrees and consents to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

- A. **Procedure:** The Property Owner of the Annexation Parcels, at its sole expense, shall pursue and file the annexation petition, including but not limited to preparing the annexation petition, map, and legal description and paying any filing fee(s), in accordance with the provisions of the Expedited Type 1 procedures set forth in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.
- B. **Scope of Petition:** The agent for Property Owner shall process the annexation of the Annexation Parcels under one (1) annexation petition that includes all of the Annexation Parcels.
- C. **Effect of Annexation:** The City shall not, during any Term of this Agreement, seek to exclude the Township from any portion of the Annexation Parcels by conforming Township boundaries under Chapter 503 of the Ohio Revised Code or any future statute of like tenor or effect. In other words, it is the express intention and agreement of the Parties that there shall exist an overlay of the City and Township boundaries for all portions of the Annexation Parcels that will be annexed to the City under the terms of this Agreement and that, while this Agreement is in effect, the Annexation Parcels remain subject to the Township's real property taxes not included in the tax increment financing described in Section 2.3 and, further, that after the expiration of the tax increment financing described herein, the Annexation Parcels shall remain subject to the Township's real property taxes, during any Term of this Agreement.
- D. **Cooperative Efforts:** Upon the filing of the annexation petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this

Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. Each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the County Commissioners. Upon the granting of the annexation petition by the County Commissioners, the City shall accept the annexation at the earliest time permitted by law, including accepting the annexation on an emergency basis.

- i. The City and the Township agree that they will communicate with each other as to any future, proposed annexation(s) from the Township to the City and attempt to reach a consensus that is mutually beneficial to both Parties, as well as to the property owner(s).

ARTICLE 2

GOVERNMENT SERVICES AND TAXES

Section 2.1. Zoning of the Annexation Parcels. The Annexation Parcels are currently zoned R-3 PUD under the Huron Township Zoning Resolution. Upon the annexation of and the acceptance by the City of the Annexation Parcels, the City intends to adopt and apply its zoning to the Annexation Parcels. The City Administration will work with the Owner to determine the zoning designation that most closely aligns with the current use of the Annexation Parcels and will expeditiously process any rezoning request/documents that may be presented to City Administration and submit to City Council for final approval, as soon as practicable following acceptance of the annexation. It is expressly understood that City Council makes the final determination on any rezoning, including the appropriate zoning designation.

Section 2.2. Government Services. Upon the annexation of the Annexation Parcels to the City, the Township will continue to provide all ordinary township services to the Annexation Parcels, just as the Township provides those same services to similar properties within its jurisdiction and boundaries; however, the City will be the primary first responders (police, fire, EMS) to the Annexation Parcels. Water and sewer is currently and will continue to be provided by the County; however, the City reserves the right to unilaterally provide the Annexation Parcels with any and all utilities, including but not limited to water, sewer, electric and/or broadband. In addition, the City shall provide road/street maintenance, planning, zoning, building, and engineering services to any public roadway(s) within the Annexation Parcels. There are currently within the Annexation Parcels certain private roads/streets. The City will not provide road/street maintenance services to any such private roads/streets unless and until any such private road(s)/street(s) is/are dedicated to the City and, therefore, become public road(s) and/or street(s).

Notwithstanding the provisions of this section, the City and Township agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection currently in effect. This Section 2.2 is not intended to limit the ability of either the City and/or Township to negotiate mutual aid agreements in the future as they shall find mutually advantageous.

The City and Township recognize and agree that, within the territory subject to this Agreement, annexation of any portion of such territory that results in:

A) An island or islands of Township Territory being located within the City and/or

B) An island or islands of the City being located within the Township

will not be detrimental to the provision of government services or sewer or water utility services provided to residents and businesses located within such islands [which Township and City recognize as being especially true when territory annexed to the City will not be excluded from Township] and the creation of such island or islands is neither unreasonable or arbitrary and should not and will not prevent the annexation of territory to the City.

Section 2.3 Taxes. The City and the Township acknowledge and agree that, to aid the Township in support of its provision of vital services within the Annexation Parcels, and to provide for City services as set forth herein to the same, tax revenue from the Annexation Parcels shall be allocated as set forth below, with amounts owed to the Township constituting payments in lieu of taxes under Ohio Revised Code Section 709.192. During the Term of this Agreement:

A. **Income Tax:** The City shall retain 100% of any City income tax revenue generated from the Annexation Parcels.

B. **Bed Tax:** The Township shall collect and retain 100% of any bed tax generated from the Annexation Parcels.

C. **Property Tax:**

- a. Each of the City and the Township shall retain 100% of any real property tax revenue generated from existing real estate value within the Annexation Parcels (as of the date when the County Auditor establishes the base value with respect to the Annexation Parcels) and relating to the applicable parties' inside millage or voted levies.
- b. Real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to new construction (i.e., the incremental value after the County Auditor establishes the base value with respect to the Annexation Parcels) shall be made available to the City and applied in accordance with Ohio Revised Code Section 5709.41 and the Development Agreement.
- c. Except as set forth in Section 2.3(C)(b), the Township shall receive 100% of any real property tax revenue generated from increases to real estate value within the Annexation Parcels and relating to the Township's inside millage or voted levies (i.e., increases relating to triennial or sexennial updates and not new construction).

- d. The City and Township agree that for the term of this Agreement, and for any renewal thereof, the Township shall receive from the City, in the form of a semiannual service payment ("Service Payment"), the equivalent of the amount of any real property tax revenue shortfall to the Township generated as a result of the City's annexation of the Annexation Parcel and application of Section 2.3 of the Agreement. Unless the Service Payment is paid directly to the Township through the Erie County Auditor, the City shall tender the Service Payment directly to the Township and such payment shall be made within fifteen (15) days after the Erie County Auditor settles real property taxes with the City. The Parties agree that the Erie County Auditor's calculation of the Township's shortfall in the Township's real property tax revenue, by applying the following allocation of inside (unvoted) and outside (voted) property tax revenue, shall be deemed by the Parties to be the amount of the Service Payment owed to the Township:
 - i. Base value: Township receives full tax amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - ii. Triennial and sexennial increases to base: Township receives full amount on Township's unvoted and voted levies imposed on territory post-annexation.
 - iii. In application of subsections (i) and (ii) immediately above, Township receives, in the form of the semi-annual Service Payment, full amount from the City, relating to base and sexennial increases, that will not be received by the Township, for Township's unvoted and voted levies because of the annexation (cemetery, library, road and bridge, and fire & EMS).
 - e. For the avoidance of doubt, the Parties acknowledge and agree that the annexation contemplated hereunder shall not result in the removal of any existing or future Township levies with respect to the Annexation Parcels.
 - f. Any real property tax payments received after the expiration of the TIF and during the term of this Agreement shall be allocated in accordance with subsections 2.3(C)(i)(ii) hereof.
- D. Effect of Tax Abatement on Township: Except with respect to the TIF, if, during the term of this Agreement, the City with respect to any property comprising any portion of the Annexation Parcels grants any exemption, deferral, or abatement of any residential, commercial or industrial, real, personal or public utility real and personal property taxes pursuant to Sections 725.02, 1728.10, 3735.67, 5709.40, 5709.41, 5709.62 or 5709.88 of the Revised Code (or any future or similar statute(s) of like tenor or effect) with respect to any such property, then, beginning on January 1 thereafter, the City shall pay the Township a sum equal to the difference between (1) the tax revenue received by the Township during the previous calendar year with respect to the property on which such exemption, deferral or abatement was granted, and (ii) the tax revenue that the Township would have received during such

previous year with respect to such property had such exemption, deferral or abatement not been granted by the City.

- E. The Parties agree that, during the Term of this Agreement, new taxes may be authorized by the Ohio General Assembly and some current taxes may be reduced or eliminated by the Ohio General Assembly. The Parties therefore agree to meet and discuss if any new tax(es) involving the land described in Section 1.1 arise(s) during the Term of this Agreement, or if local government or current tax forms change. The Parties also agree to negotiate in good faith to rework the financial terms of this Agreement, if necessary, to equitably divide the new or modified tax revenue in a manner consistent with the original terms of this Agreement.

Nothing in this Agreement shall be construed to require non-uniform taxation within the City or the Township, in violation of Article XII, Section 2 of the Ohio Constitution.

ARTICLE 3

TERM OF AGREEMENT

Section 3.1. Term and Renewal.

The initial term of this Agreement shall be for a period of thirty (30) years, commencing on the Effective Date (the "Initial Term"). Unless one or both legislative authority(ies) of a/the Party(ies) affirmatively act(s) to terminate this Agreement within six (6) months prior to the expiration of the Initial Term or any subsequent ten (10)-year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of ten (10) years, and this Agreement shall continue to be automatically renewed thereafter for similar ten (10)-year periods at the end of each renewal period with no limit upon the number of such renewals. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

Notwithstanding the foregoing, the Parties agree to meet and confer at any time within the Initial Term and/or any subsequent ten (10)-year Term if one of the Parties reasonably determines that there has been a significant change in circumstances such that the Parties should consider amending the terms of this Agreement.

ARTICLE 4

GENERAL PROVISIONS

Section 4.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

During the Term(s) of this Agreement, if any proceedings or other effort is initiated or made that seeks to initiate change to the Township boundaries in order to exclude all or any portion of the Annexation Parcels from the Township, the City and the Township shall exercise their best efforts in resisting such proposed change, including, without limitation, denying any petition seeking such change; refraining from supporting such change; vigorously resisting, in both administrative and judicial forums, and with the assistance of the City's and the Township's respective legal counsel, any effort or action seeking such change; and otherwise undertaking such actions as may be reasonably required by either Party which will be detrimental to the success of any effort seeking such change.

Section 4.2. Signing Other Documents. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 4.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any Party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 4.4. Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or the non-defaulting party may pursue such other remedies as may be available.

Section 4.5. Character of Payments. Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy or any other revenue by and between any Parties except as

is explicitly set forth in Section 2.3. Any language within this Agreement which employs an amount of any tax to be collected as part of a calculation for determining a sum to be paid by one Party to the other Party is intended, and therefore to be interpreted, as a reasonable, practical and convenient mechanism which the Parties have agreed to use to compute, in a less controversial manner, the payments to be made by one Party to another for services and other items of value to be received by the paying Party. No payments to be made under this Agreement are intended to be a sharing of proceeds of any tax levy proscribed by Section 709.192(D) of the Ohio Revised Code.

Section 4.6. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of each of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 4.7. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 4.8. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 4.9. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code.

Section 4.10. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 4.11. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 4.12. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the

desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 4.13. Notices. 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 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:

(a) The Township at: Huron Township Board of Trustees, 1820 Bogart Road, Huron, Ohio 44839 Attention: Fiscal Officer, with a copy simultaneously sent or delivered to: The Erie County Prosecutor's Office.

(b) The City at: City of Huron, 417 Main Street, Huron, Ohio 44839 Attention: City Manager, with a copy simultaneously sent or delivered to: Rob McCarthy, Bricker & Eckler LLP, 100 S. Third Street, Columbus, Ohio 43215.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 4.14. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.


Section 4.15. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 4.16. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

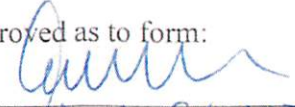
Section 4.17. Effective Date. This Agreement is effective upon each Party's formal acceptance thereof by its respective legislative authority, and the Effective Date is the date on which the last Party's authorized representative/officer signs the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

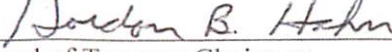
THE CITY OF HURON, ERIE COUNTY, OHIO

By: 
Its: Matthew Lasko, City Manager
Date: 8/25/21

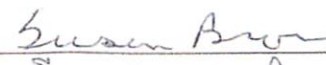
Approved as to form:

By: 
Todd A. Schraeder, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 
Its: Board of Trustees Chairman
Date: 8-9-2021

Approved as to form:


By: , Assistant Prosecutor
Erie County Prosecutor's Office

ATTACHMENTS: Attachment A – Annexation Parcel Numbers/County Tax ID Numbers

PROPERTY OWNER'S CONSENT AND AGREEMENT

The Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to effect the annexation contemplated herein. The Property Owner agrees to reimburse the Township for any costs incurred by the Township in connection with the annexation and the Development Agreement contemplated herein.

SAWMILL CREEK LLC

By: 
Authorized Representative
Date: 8-31-2021

ATTACHMENT A

The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:

39-01076.029

39-01076.004

39-01076.000

39-01076.005

39-00553.000

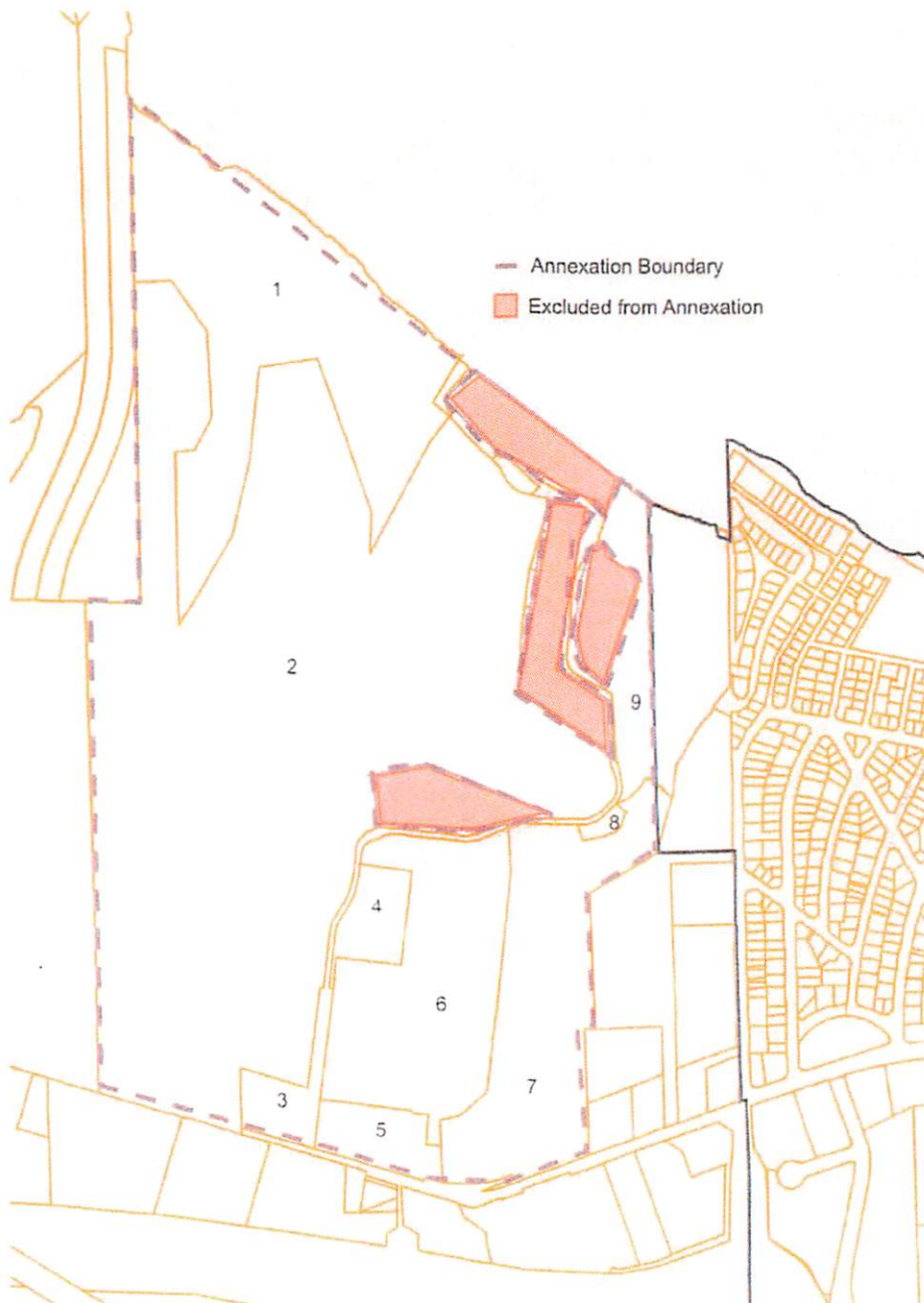
39-00827.000

39-00859.000

39-00864.000

39-00864.001

ATTACHMENT B



RESOLUTION NO 2021-13

RESOLUTION OF THE HURON TOWNSHIP TRUSTEES, ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH THE CITY OF HURON, ERIE COUNTY, OHIO, RELATED TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO, PERMANENT PARCEL NUMBERS 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001

The Board of Trustees of Huron Township, Erie County, Ohio, met this 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

Mr./Ms. SCHLESSMAN introduced the following resolution and urged its adoption.

WHEREAS, the Huron Township, Erie County, Ohio ("Township") and the City of Huron in Erie County, Ohio ("City") are political subdivisions located adjacent and contiguous to each other within Erie County, Ohio; and

WHEREAS, the City and Township desire to cooperate in creating and preserving jobs through commercial development and to cooperate in inducing and fostering economic development within the state of Ohio, and more particularly within their two territories; and

WHEREAS, the Township and City have cooperated in other matters, including but not limited to, provision of infrastructure and services to benefit citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Sawmill Creek LLC ("Property Owner"), has expressed a desire to pursue annexation of certain parcels that are located within and around the Sawmill Creek Golf Club, Resort, and Conference Center area, which parcels are described as **PARCELS #39-01076.029, #39-01076.004, #39-01076.000, #39-01076.005, #39-00553.000, #39-00827.000, #39-00859.000, #39-00864.000, & #39-00864.001** ("Annexation Parcels"), in connection with a planned redevelopment of the Annexation Parcels; and

WHEREAS, the Annexation Parcels in Huron Township, Erie County, Ohio, are contiguous to the City of Huron and solely owned by Sawmill Creek LLC.; and

WHEREAS, the Board of Trustees of Huron Township have been notified that pursuant to Ohio Revised Code Section 709.021 & 709.022, the Property Owner will be filing with the Board of County Commissioners of Erie County, Ohio ("County Commissioners") a Petition for Annexation of the contiguously situated Annexation Property to the City of Huron; and

WHEREAS, the Board of Trustees of Huron Township have been notified that the Petition will be filed with the Erie County Commissioners in accordance with the provisions of the Expedited Type 1 procedures set forth in Ohio Revised Code Sections 709.021 and 709.022, and other applicable laws of the State of Ohio, and is being requested by unanimous agreement of all the owners of the affected parcels and that no hearing is required under Ohio Revised Code Section 709.22 (A); and

WHEREAS, by authority of ORC § 709.192, the Board of Trustees of Huron Township desires to enter into an annexation agreement with the City under terms substantially consistent with the attached Annexation Agreement (Exhibit A) to outline the procedures under which the annexation of the Annexation Property to the City would occur, if annexation is successful, and to set forth the obligations and entitlements of the parties to the Annexation Agreement; and

WHEREAS, under the terms of the proposed Annexation Agreement, after the annexation, if successful, the Annexation Parcels will remain in the Township and remain subject to Township property taxes; and

WHEREAS, the Board of Trustees of Huron Township deems it to be in the best interest of the Township and its residents to enter into an annexation agreement substantially in the form of the attached Annexation Agreement with The City of Huron, related to the City of Huron's annexation of the Annexation Parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE HURON TOWNSHIP TRUSTEES, HURON TOWNSHIP, ERIE COUNTY, OHIO:

SECTION 1. The Huron Township Board of Trustees hereby authorizes and directs Chairman Gordon Hahn to enter into an annexation agreement with The City of Huron, in representative capacity on behalf of the Huron Township Board of Trustees, related to the City of Huron's annexation of Erie County, Ohio, permanent Parcel Numbers 39-01076.029; 39-01076.004; 39-01076.000; 39-01076.005; 39-00553.000; 39-00827.000; 39-00859.000; 39-00864.000; 39-00864.001 (Annexation Parcels), which agreement shall be substantially in the form of the Annexation Agreement attached and marked EXHIBIT A.

SECTION 2. The Huron Township Board of Trustees consents to the annexation of the aforementioned Annexation Parcels in Huron Township, Erie County, Ohio, to the City of Huron under such terms as are substantially consistent with the terms of the attached Annexation Agreement;

SECTION 3. The Huron Township Board of Trustees finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of the Board as required by law; that notice of each meeting was duly published; that all deliberations of this Board that resulted in formal action were taken in meetings open to the public in compliance with Ohio Revised Code Section 121.22.

Mr./Ms. Enderle seconded the motion, and the roll call being called upon its adoption, resulted as follows:

	YES	NO
Mr. Hahn	<input checked="" type="radio"/>	<input type="radio"/>
Ms. Schlessman	<input checked="" type="radio"/>	<input type="radio"/>
Mr. Enderle	<input checked="" type="radio"/>	<input type="radio"/>

Adopted: August 9, 2021

CERTIFICATE

I, Matthew Dewey, Fiscal Officer of the Huron Township Board of Trustees, Erie County, Ohio, hereby do certify that the above is a true and correct copy of a resolution adopted by said Board under said date as same appears in the Huron Township Record of Proceedings under Minutes of Meeting held on August 9, 2021

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

WHEREAS, the bid of the City of Huron was accepted in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00) on July 5, 2022.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager be, and he hereby is, authorized and directed to authorize a purchase agreement with the Estate of Charles F. Ross, III for the purchase of property located at 624/729 Berlin Road, Huron, OH; Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 in the amount of One Hundred Seventy-Four Thousand Five Hundred and 00/100 (\$174,500.00). A copy of said Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; **WHEREFORE** this Ordinance shall take effect immediately upon its adoption.

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ORDINANCE NO. 2022-37

Introduced by Sam Artino

AN ORDINANCE AUTHORIZING THE CITY MANAGER'S EXECUTION OF AN AGREEMENT TO PURCHASE REAL PROPERTY LOCATED AT 624 BERLIN ROAD AND 729 BERLIN ROAD IN THE CITY OF HURON, ERIE COUNTY, OHIO, PARCEL NUMBERS 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000 IN THE AMOUNT OF ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$174,500.00), AND DECLARING AN EMERGENCY

WHEREAS, the property located at 624/729 Berlin Road, Parcel Numbers 39-00024.000, 39-00150.000, 39-00527.000, 39-00528.000, 39-00529.000, 39-00960.000, 39-00965.000, 42-01396.000, 42-01397.0000, 42-01398.000, 42-01399.000 and 42-01400.000, Huron, Ohio was listed for public sale by the Estate of Charles F. Ross, III at a list price of One Hundred Seventy-Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00); and

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Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13th day of July, 2022 (the “Effective Date”) by and between the Council of the City of Huron, Ohio, the legislative authority of and for the city of Huron, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the state of Ohio (the “City”), and the Board of Trustees of Huron Township, the legislative authority of and for Huron Township, a political subdivision duly organized and validly existing under the laws of the state of Ohio (the “Township”) (City and Township being sometimes referred to herein collectively as the “Parties” and individually as a “Party”), in order to amend certain provisions of that Annexation Agreement between the Parties dated as of August 25, 2021 (the “Original Agreement”). All words and terms used herein with initial capitalization that are not otherwise defined herein shall have the meanings assigned to such words and terms in the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1. Relationship to Original Agreement. The Parties hereby ratify, confirm and reconfirm the Original Agreement as continuing in full force and effect in accordance with its terms except as specifically amended pursuant to this Amendment. The Parties agree that, to their respective knowledge, neither Party is in default under the Original Agreement, and there has been full compliance with the Original Agreement to date. From and after the execution and delivery of this Amendment, the Original Agreement shall be read and construed as amended hereby and the Original Agreement and this Amendment shall constitute one integrated document.
2. Amendments to the Original Agreement. The following amendments to the Original Agreement are hereby agreed to by the Parties:
 - (a) Attachment A of the Original Agreement is hereby amended and restated to read in its entirety as follows (with added text underlined):

“The Annexation Parcel consists of the following parcels as numbered and in the records of the County Auditor of Erie County, Ohio, and as further depicted and shown on the Annexation Parcel Map attached as Attachment B:

Parcel Numbers:
39-01076.029
39-01076.004
39-01076.000

39-01076.005
39-00553.000
39-00827.000
39-00859.000
39-00864.000
39-00864.001
39-01076.001
39-01076.017
39-01076.003”

(b) Attachment B of the Original Agreement is hereby amended and replaced with the map attached as Exhibit A to this Amendment.

3. Execution and Delivery. This Amendment may be executed and delivered in multiple counterparts and by electronic signature.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the Effective Date.

CITY:

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

STATE OF OHIO)

) SS

COUNTY OF ERIE)

On this 13th day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Matthew Lasko, the City Manager of the City of Huron who acknowledged that he or she did sign the foregoing instrument for and on behalf of said City. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

TERRI S. WELKENER
Notary Public



TERRI S. WELKENER
Notary Public, State of Ohio
My commission expires July 30, 2024

By: Gordon B Hahn
Name: GORDON B HAHN
Title: CHAIRMAN TRUSTEES

STATE OF OHIO)
) SS
COUNTY OF ERIE)

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

Janney Boer
Notary Public

My Commission Expires:
September 17, 2023

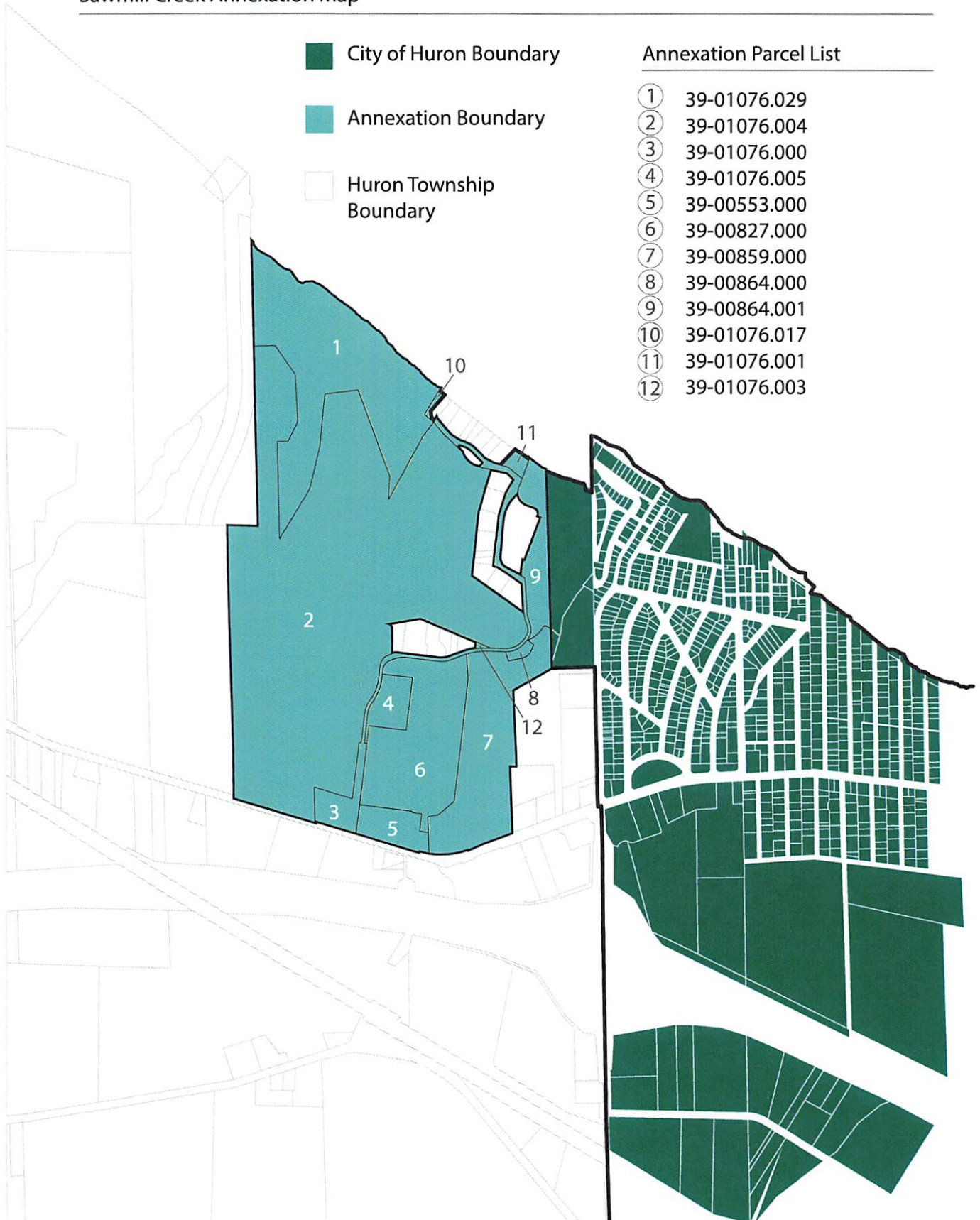
Approved as to form:

by Susan Ryan Brown
Susan Ryan Brown
Attorney for Huron Township
Assistant Erie County Prosecutor

**ATTACHMENT A
ANNEXATION PARCEL MAP**

(Attached)

Sawmill Creek Annexation Map



**CONSENT OF PROPERTY OWNER
TO AMENDMENT OF ANNEXATION AGREEMENT**

The Property Owner, Sawmill Creek LLC, hereby consents to the First Amendment to Annexation Agreement entered as of July 13, 2022, by and between the Council of the City of Huron, Ohio, and the Board of Trustees of Huron Township, amending certain provisions of the Annexation Agreement entered between them as of August 25, 2021.

SAWMILL CREEK LLC

By: 
Authorized Representative

Date: 7.21.22