

**ORDINANCE NO. 2022-52**

Introduced by Sam Artino

**AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF HURON, OHIO, PURSUANT TO AN ANNEXATION PETITION FILED WITH AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, AS PROVIDED IN OHIO REVISED CODE SECTION 709.022**

**WHEREAS**, on July 28, 2022 a petition was filed with the Board of County Commissioners of Erie County, Ohio pursuant to Ohio Revised Code 709.021 and 709.022, for the annexation of 182.32 +/- acres of territory in Huron Township to the City of Huron, which petition was signed by 100% of the property owners of the territory sought be annexed, a copy of which petition and accompanying map/legal description is attached hereto as Exhibit A; and

**WHEREAS**, the annexation petition was accompanied by an Annexation Agreement (including the First Amendment thereto) that was entered into by the Huron City Council and the Board of Trustees of Huron Township, a copy of which is attached hereto as Exhibit B ("Agreement"), and said Agreement permits annexation of the territory now proposed for annexation, and the proposed annexation is otherwise consistent with said Agreement; and

**WHEREAS**, on August 11, 2022, the Erie County Board of Commissioners granted the proposed annexation; and

**WHEREAS**, a certified copy of the annexation proceedings was provided by Erie County to the Clerk of Council of the City of Huron on August 15, 2022; and

**WHEREAS**, pursuant to Ohio Revised Code 709.04, the Clerk of City Council has placed before City Council the resolution of the Erie County Board of Commissioners granting the petition, as well as the annexation petition and accompanying map/plat and legal description, at this next regular meeting following the expiration of sixty (60) days from receipt by the Clerk of Council of the same; and

**WHEREAS**, City Council is authorized under Ohio Revised Code 709.04 to accept or reject the Petition for annexation at this time.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, COUNTY OF ERIE, STATE OF OHIO, WITH A MAJORITY OF DULY ELECTED MEMBERS THEREOF CONCURRING AS FOLLOWS:**

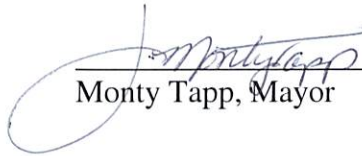
**Section I.** The proposed annexation of 182.32 +/- acres from Huron Township, Erie County, Ohio to the City of Huron, a petition for which was filed with the Board of Commissioners, Erie County, Ohio on July 28, 2022 and approved by the Board of County Commissioners on August 11, 2022 is hereby accepted. The petition and accompanying map/plat and legal description are attached hereto as Exhibit A, which graphically depicts and describes the territory that is the subject of the annexation.

**Section II.** The Clerk of City Council is hereby authorized and directed, pursuant to Ohio Revised Code 709.06, to make three (3) copies of this Ordinance, to each of which shall be attached: a copy of the annexation petition and accompanying map/plat/legal description; the transcript of the proceedings of the Erie County Board of Commissioners; and all other resolutions and/or ordinances relating to the annexation, with a certificate as to the correctness of each of the three (3) copies, signed by the Clerk of Council and authenticated by the seal of the City, if any. The Clerk of Council shall forthwith deliver one copy to the County Auditor, one (1) copy to the County Recorder, and one (1) copy to the Ohio Secretary of State. The Clerk of Council shall provide notice of this annexation in writing, along with a copy of the map/plat/legal description, to the Board of Elections of Erie County within thirty (30) days after it becomes effective. The Clerk of Council shall do all other things with respect to the action taken by this Ordinance as may be required by law.

**Section III.** All formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Council, and 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 Section 121.22 of the Ohio Revised Code.

**Section IV.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the numerous benefits to the City's overall economic health and competitiveness and the benefits to the quality of life of its residents; wherefore, this Ordinance shall take effect and be in force immediately.

**PASSED THIS 11th day of October, 2022.**

  
\_\_\_\_\_  
Monty Tapp, Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

11 OCT 2022  
Date



Exhibit A

PETITION

**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".

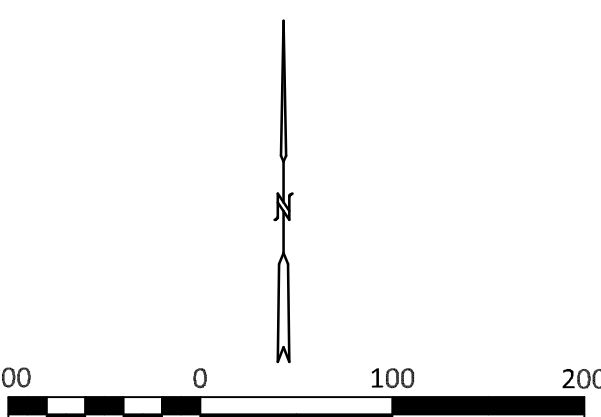
This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in July, 2022 per Adam E. Weaver, Registered Surveyor No. 8456 from an actual survey performed October, 2018 on the premises by Contractors Design Engineering.

**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 QUOT 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° 59' 26" E	20.89
15	S 39° 02' 50" E	110.31
16	S 41° 49' 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° 59' 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	375.32
C3	65.39	138.07	27° 08' 55"	S 58° 15' 43" E	64.78
C4	29.41	212.07	57° 56' 51"	S 49° 42' 41" E	29.38
EXCEPTION 1 CURVE TABLE					
C5	14.71	488.07	01° 43' 38"	S 66° 11' 40" E	14.71
C6	55.14	312.07	10° 07' 30"	S 61° 04' 24" W	55.06
EXCEPTION 2 CURVE TABLE					
C7	123.58	522.07	14° 41' 41"	S 74° 18' 10" W	123.51
C8	77.49	146.07	36° 00' 00"	S 81° 25' 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 (0.364162 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 35, Section 2, 2.6980 Acres  
Original Lot 36, Section 2, 5.4779 Acres (25.114529 sq. ft.)

MARSH PARCEL  
Sawmill Creek, LLC  
RN 202202477

GOLF PARCEL "A"  
Sawmill Creek, LLC  
RN 202102523

ANNEXATION  
TOTAL AREA: 103.1222 Acres  
Area Within  
0.0955 Acres (0.364162 Sq. Ft.)  
Area Within  
Original Lot 28, Section 2, 46.3347 Acres  
Original Lot 29, Section 2, 5.2359 Acres  
Original Lot 30, Section 2, 46.3071 Acres  
Original Lot 31, Section 2, 6.8005 Acres

MARINA PARCEL  
Sawmill Creek, LLC  
RN 202202477

BATH HOUSE PARCEL  
Sawmill Creek, LLC  
RN 202202477

HOTEL PARCEL  
Sawmill Creek, LLC  
RN 202202477

GOLF PARCEL "B"  
Sawmill Creek, LLC  
RN 202202477

SHOPS PARCEL  
Sawmill Creek, LLC  
RN 202202477

MAP & DESCRIPTION FOR ANNEXATION  
SAWMILL CREEK LLC  
HURON TOWNSHIP, ERIE COUNTY, OHIO

CONTRACTORS  
DESIGN ENGINEERING  
CONSULTING ENGINEERS & SURVEYORS  
NORWALK, OHIO

SCALE: 1" = 100' DATE: JULY, 2022 C'D: AEW PROJECT NO: 18-435  
DR: BLS REV: 01

### **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 24<sup>th</sup> 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.**

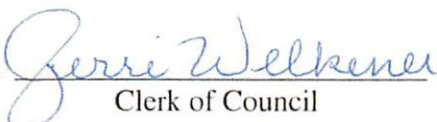
**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**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

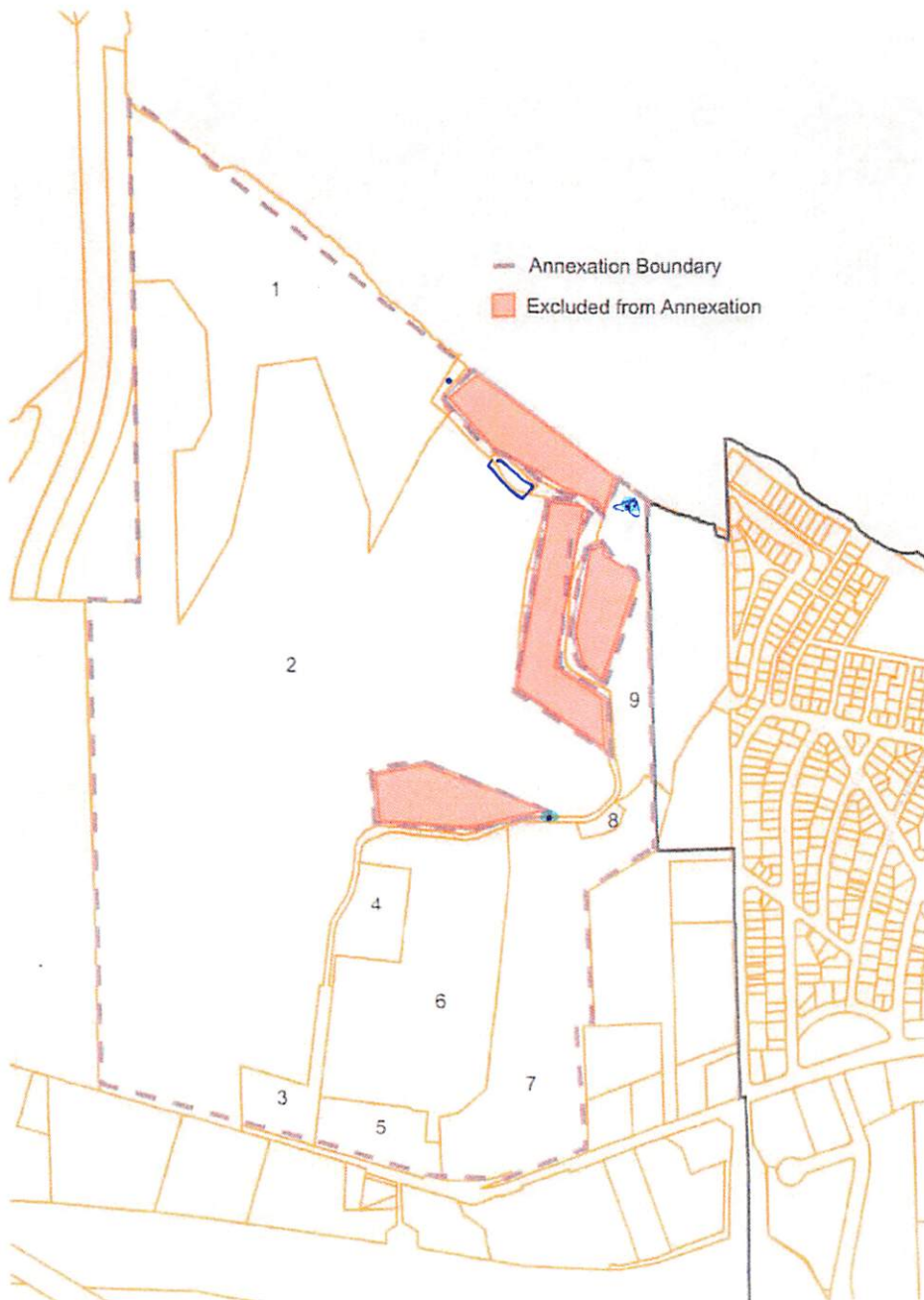
39-00827.000

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 9<sup>th</sup> 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 13<sup>th</sup> day of July, 2022.



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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

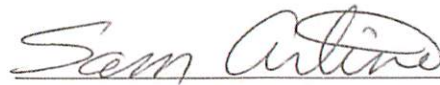
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

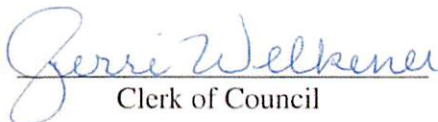
**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 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

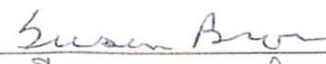
HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 

Its: Board of Trustees Chairman

Date: 8-9-2021

Approved as to form:

By: 


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

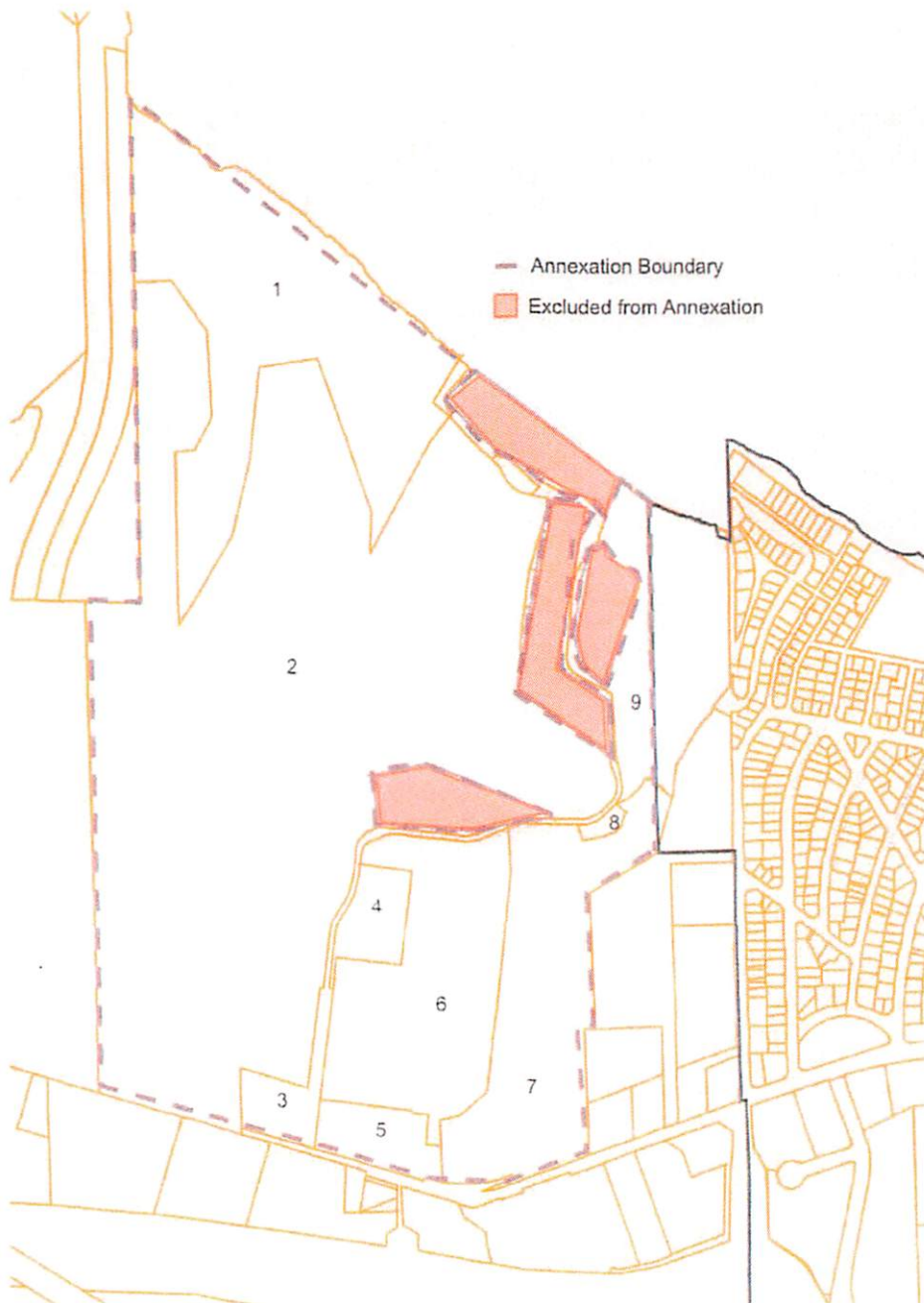
39-00827.000

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 9<sup>th</sup> 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

**FIRST AMENDMENT**  
**TO**  
**ANNEXATION AGREEMENT**

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13<sup>th</sup> 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 13<sup>th</sup> 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.

Johnny Boos  
Notary Public

**My Commission Expires:**  
**September 17, 2023**

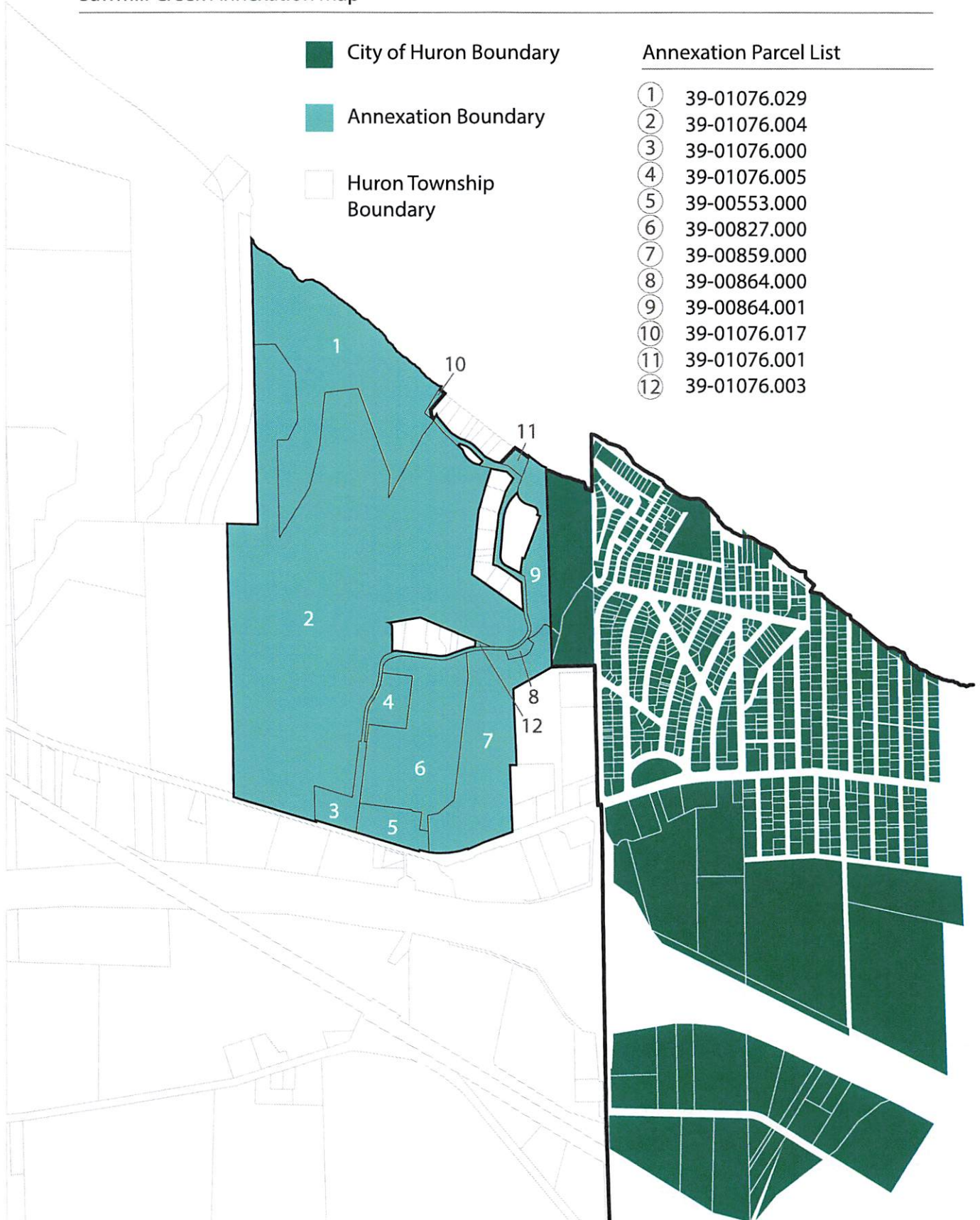
**Approved as to form:**

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

Exhibit B

ANNEXATION AGREEMENT AND FIRST AMENDMENT

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

Approved as to form:

By: [Signature]  
Todd A. Schrade, Law Director

HURON TOWNSHIP, ERIE COUNTY, OHIO

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

Approved as to form:


By: [Signature], 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

**RESOLUTION NO. 42-2021**

Introduced by Monty Tapp

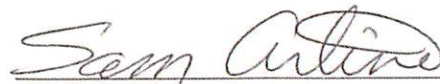
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

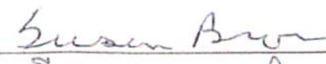
HURON TOWNSHIP, ERIE COUNTY, OHIO

By: 

Its: Board of Trustees Chairman

Date: 8-9-2021

Approved as to form:

By: 


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

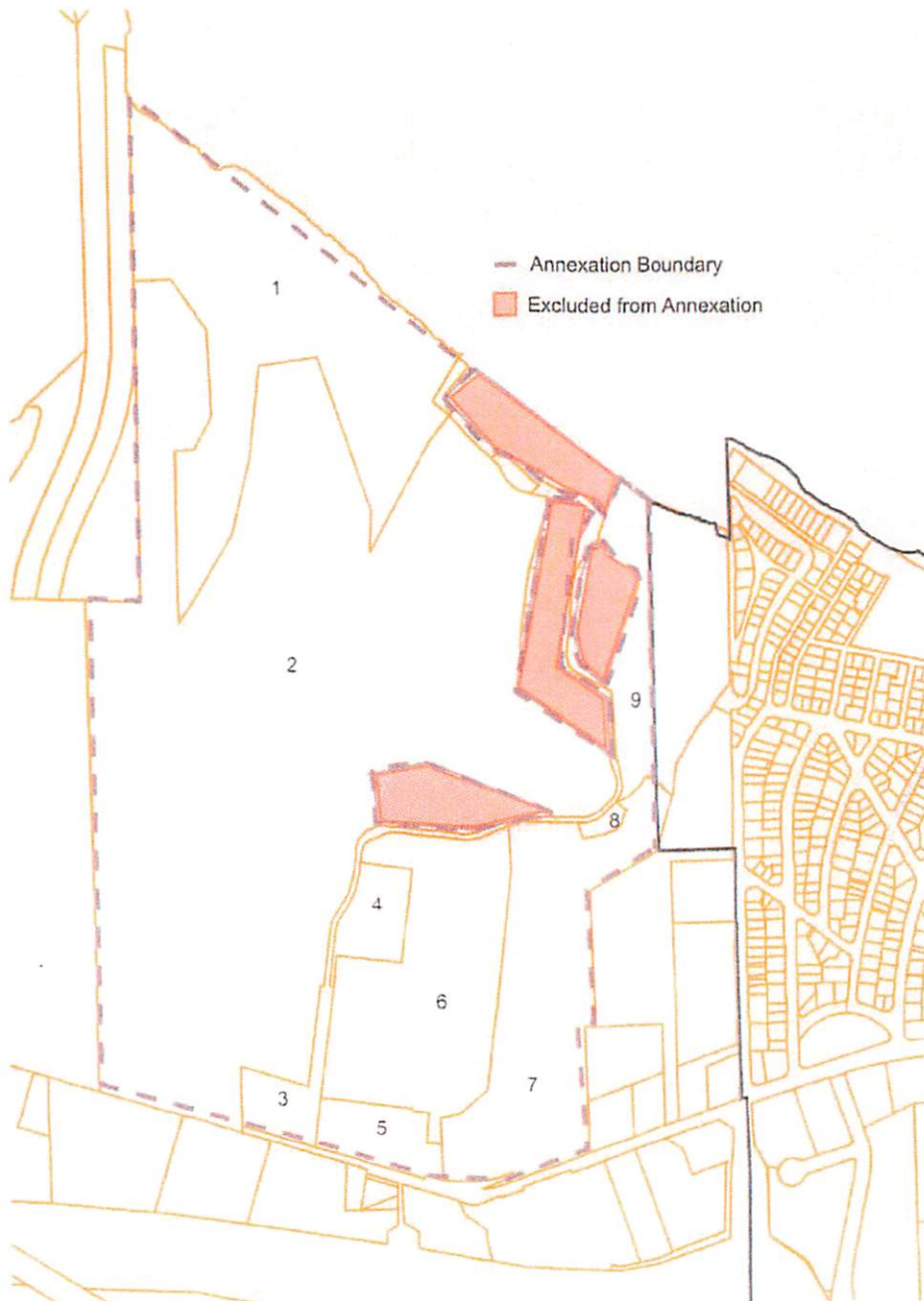
39-00827.000

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 9<sup>th</sup> 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

**FIRST AMENDMENT**  
**TO**  
**ANNEXATION AGREEMENT**

This First Amendment to Annexation Agreement (“Amendment”) is entered into as of this 13<sup>th</sup> 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: Matthew Lasko

Title: City Manager

Approved as to Form:

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

STATE OF OHIO )

) SS

COUNTY OF ERIE )

On this 13<sup>th</sup> 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

TOWNSHIP:

By: Gordon B. Hahn

Name: GORDON B. HAHN

Title: CHAIRMAN TRUSTEES

STATE OF OHIO

COUNTY OF ERIE

)  
) SS

On this 12 day of July, 2022, before me, a Notary Public in and for said County and State, personally appeared Gordon B. Hahn, the Trustee of Huron Township, who acknowledged that he or she did sign the foregoing instrument for and on behalf of said Ohio Political Subdivision. 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.

Jammy Boon  
Notary Public

This instrument was prepared by:

Robert F. McCarthy, Esq.  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

**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**

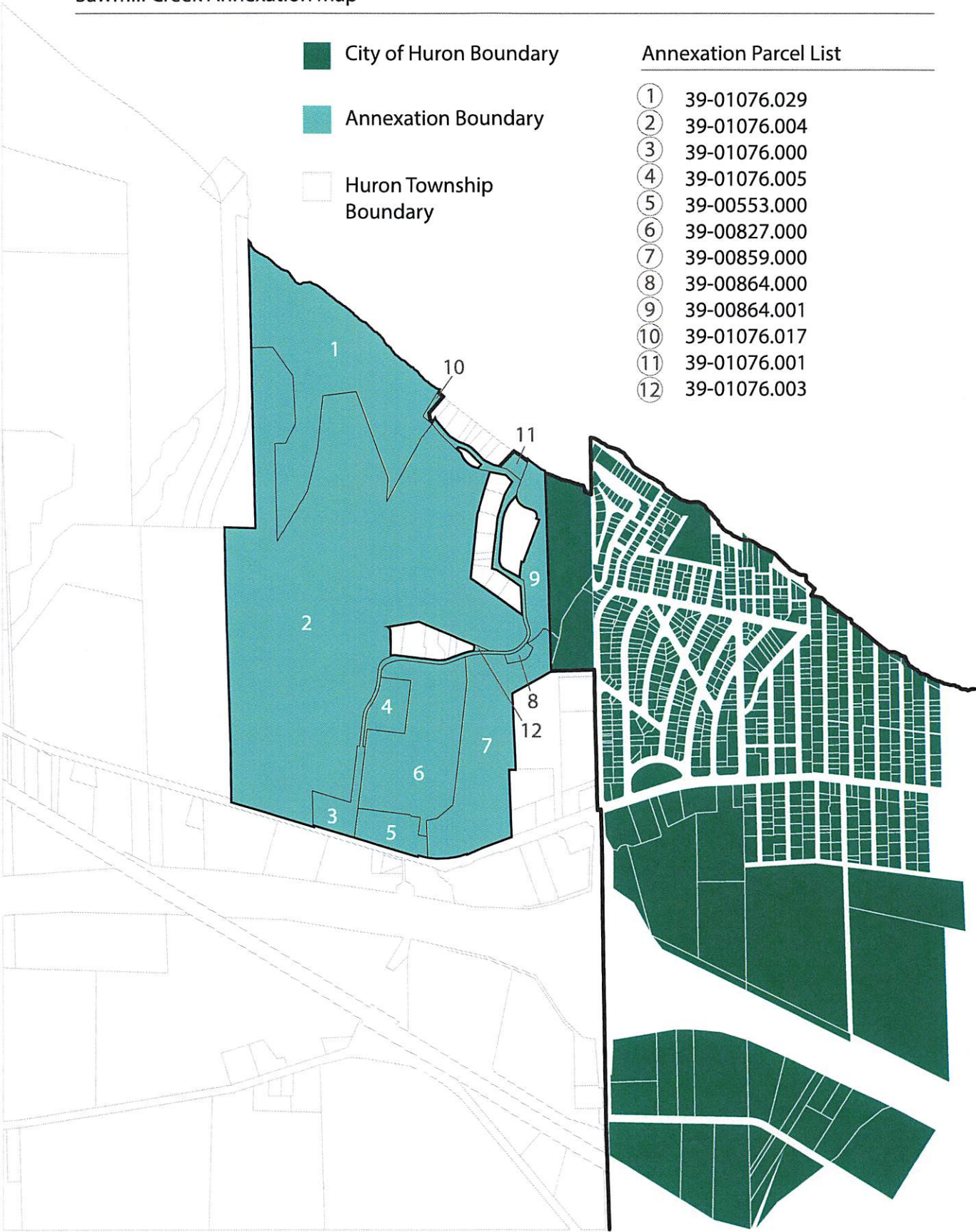
(Attached)

Sawmill Creek Annexation Map

- City of Huron Boundary
- Annexation Boundary
- Huron Township Boundary

Annexation Parcel List

- 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 39-01076.017
- 11 39-01076.001
- 12 39-01076.003



## ATTACHMENT B

