

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

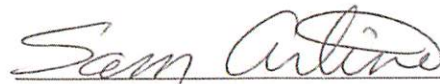
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH HURON TOWNSHIP RELATING TO THE CITY OF HURON'S ANNEXATION OF ERIE COUNTY, OHIO PERMANENT PARCEL NUMBERS 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000, 39-00827.000, 39-00859.000, 39-00864.000,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

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

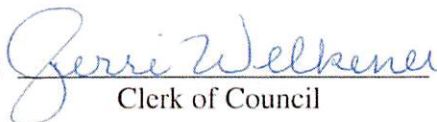
SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to enter into an agreement with Huron Township, Erie County, Ohio relating to the City of Huron's annexation of Erie County, Ohio Permanent Parcel Numbers 39-01076.029, 39-01076.004, 39-01076.000, 39-01076.005, 39-00553.000,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

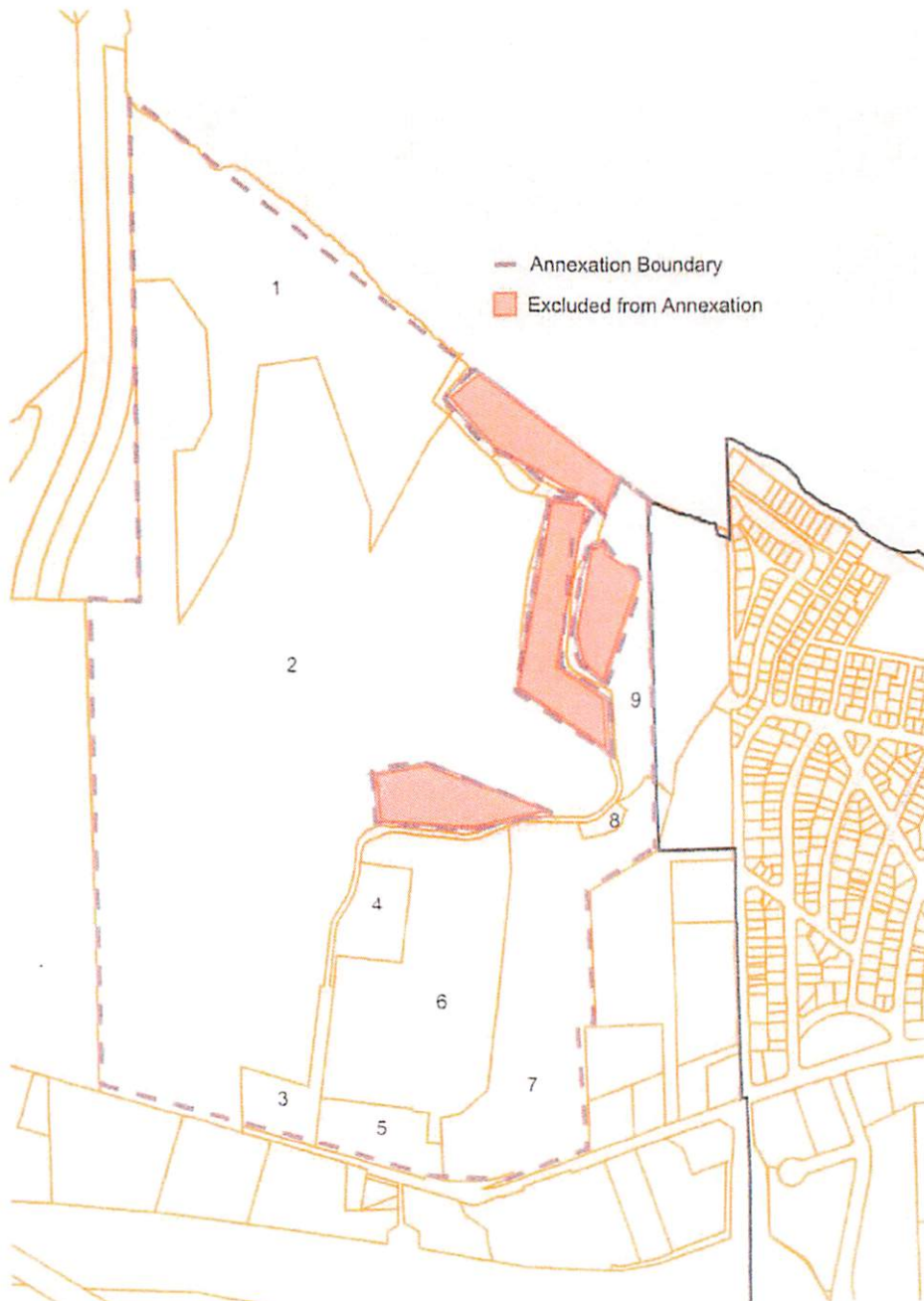
39-00827.000

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 9th day of August, 2021, at the Township Office Building, 1820 Bogart Road, Huron, Ohio, in special session with the following members present:

Mr. Hahn
Mr. Enderle
Ms. Schlessman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: August 9, 2021

CERTIFICATE

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

Matthew Dewey
Matthew Dewey, Fiscal Officer
Huron Township

ORDINANCE NO. 2022-37

Introduced by Sam Artino

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

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

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

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

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

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

ORDINANCE NO. 2022-37

Introduced by Sam Artino

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

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

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

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

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

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

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

Monty Tapp, Mayor

ATTEST: _____
Clerk of Council

ADOPTED: _____

FIRST AMENDMENT
TO
ANNEXATION AGREEMENT

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

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

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

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

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

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

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

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

[Balance of Page Intentionally Left Blank]

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

CITY:

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

STATE OF OHIO)

) SS

COUNTY OF ERIE)

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

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

TERRI S. WELKENER
Notary Public



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

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

STATE OF OHIO)
) SS
COUNTY OF ERIE)

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.

Johnny Boob
Notary Public

This instrument was prepared by:

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

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




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 |

