



CERTIFIED COPY

I Belinda B. Anderson, the duly appointed, qualified and acting Clerk of Council, for said City of Oberlin of Lorain County, Ohio, do hereby certify that attached is a true and correct copy of **Ordinance No. 19-54 AC CMS**, its annexation attachments, and a copy of the transcript of proceedings of the Board of County Commissioners for James Paul Bresnicky and the City of Oberlin.

Witness my hand and Official Seal at Oberlin, Ohio this 2nd day of October 2019.

(Seal)


Clerk of Oberlin City Council

CITY OF OBERLIN, OHIO

ORDINANCE No. 19- 54 AC CMS

AN ORDINANCE ACCEPTING THE ANNEXATION OF APPROXIMATELY 1.446 ACRES OF REAL ESTATE TO THE CITY OF OBERLIN UPON APPLICATION OF JAMES PAUL BRESNICKY AND THE CITY OF OBERLIN

WHEREAS, a Petition for the annexation of certain territory containing approximately 1.446 acres of land within Pittsfield Township was duly filed with Board of Lorain County Commissioners by the property owners James Paul Bresnicky and the City of Oberlin; and,

WHEREAS, the Petition was duly considered by the Board of Commissioners of Lorain County, Ohio, on May 15, 2019; and,

WHEREAS, said Board of Commissioners has approved the annexation of the territory to the City of Oberlin, as hereinafter described; and,

WHEREAS, the Board of Commissioners certified the transcript of the proceedings in connection with the annexation with the map and petition required in connection therewith to the Clerk of Council who received same on June 20, 2019; and,

WHEREAS, sixty (60) days from the date of that filing have now elapsed in accordance with the provisions of Section 709.04 of the Ohio Revised Code.

NOW THEREFORE, BE IT ORDAINED BY the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the application of the property owners, James Bresnicky and the City of Oberlin for the annexation of the territory described in Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference, in the County of Lorain and located adjacent to the City of Oberlin, an accurate map of which territory together with the petition for its annexation and other papers relating thereto and a certified copy of the transcript of the proceedings of the Board of County Commissioners of Lorain County in relation thereto, are on file with the Clerk of Council of the City of Oberlin, be and the same is hereby accepted.

SECTION 2. That the Clerk of Council is hereby authorized and directed to make three (3) copies of this ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to Craig Snodgrass, Lorain County Auditor, one copy to Judy Nedwick, Lorain County Recorder, and one copy to the Ohio Secretary of State, and shall file notice of this annexation with the Lorain County Board of Elections within thirty (30) days after it becomes effective, and shall do all other things required by law therein.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

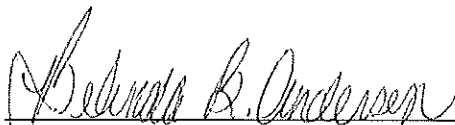
SECTION 4. That this Ordinance shall be effective from and after the earliest date allowed by law.

PASSED: 1st Reading: September 3, 2019 (S)

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 09/04/2019

EFFECTIVE DATE: 10/03/2019

James Paul Bresnicky
City of Oberlin
Proposed annexation to the City of Oberlin
Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001
Page 1 of 2

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lot Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170822693 of the Lorain County Records and the right of way of State Route 58 (Ashland – Oberlin Road), dedicated in Plat Volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

Beginning at the intersection of the original centerline of State Route 58 (Ashland – Oberlin Road) (width varies) and the northerly line of Original Pittsfield Township Lot No. 6;

Thence southeasterly along the original centerline of State Route 58, a distance of about 357.19 feet to the southwesterly corner of land conveyed to David A. Kaiser and Mellody A. Porter as recorded in Instrument No. 20110365576 of the Lorain County Records;

Thence easterly along Kaiser and Porter's southerly line, a distance of about 333.41 feet to the westerly line of land conveyed to Matthew S. Keddell as recorded in Instrument No. 20160580436 of the Lorain County Records;

Thence southerly along Keddell's westerly line, a distance of about 100.00 feet to the northeasterly corner of land conveyed to Eugene F. Smith as recorded in Official Record Volume 1318, Page 806 of the Lorain County Records;

Thence westerly along Smith's northerly line, a distance of about 316.55 feet to the original centerline of State Route 58;

Thence southerly along the original centerline of State Route 58, a distance of about 62.88 to a point in the easterly extension of the southerly line of "Block C" in said Oberlin Reserve Subdivision No. 1;

Thence westerly in the easterly extension the southerly line of "Block C" in Oberlin Reserve Subdivision No. 1, a distance of about 56.01 feet to a point in the westerly right of way of State Route 58;

Thence northwesterly along the westerly right of way of State Route 58, a distance of about 140.00 feet to an angle point therein;

Thence, continuing northwesterly along the westerly right of way of State Route 58, a distance of about 374.09 feet to the northerly line of Original Pittsfield Township Lot No. 6;

Thence easterly along the northerly line of Original Pittsfield Township Lot No. 6, a distance of about 54.08 feet to the point of beginning.

Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.

Legal description reviewed by JS
on 10/22/19 per ORC, Section 5713.09

James Paul Bresnicky
City of Oberlin
Proposed annexation to the City of Oberlin
Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001
Page 2 of 2

T. A. Bixler 9-24-18

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

KS ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730

R:\18000\18104\Bresnicky Annexation.doc



Legal description reviewed by B
on 10/22/19 per ORC, Section 5713.09

EXHIBIT B
(Map of Property to Be Annexed)

PROFESSIONAL SURVEYOR, REG. NO. 7703



LEGEND

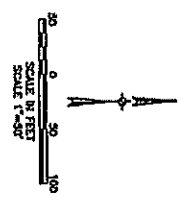
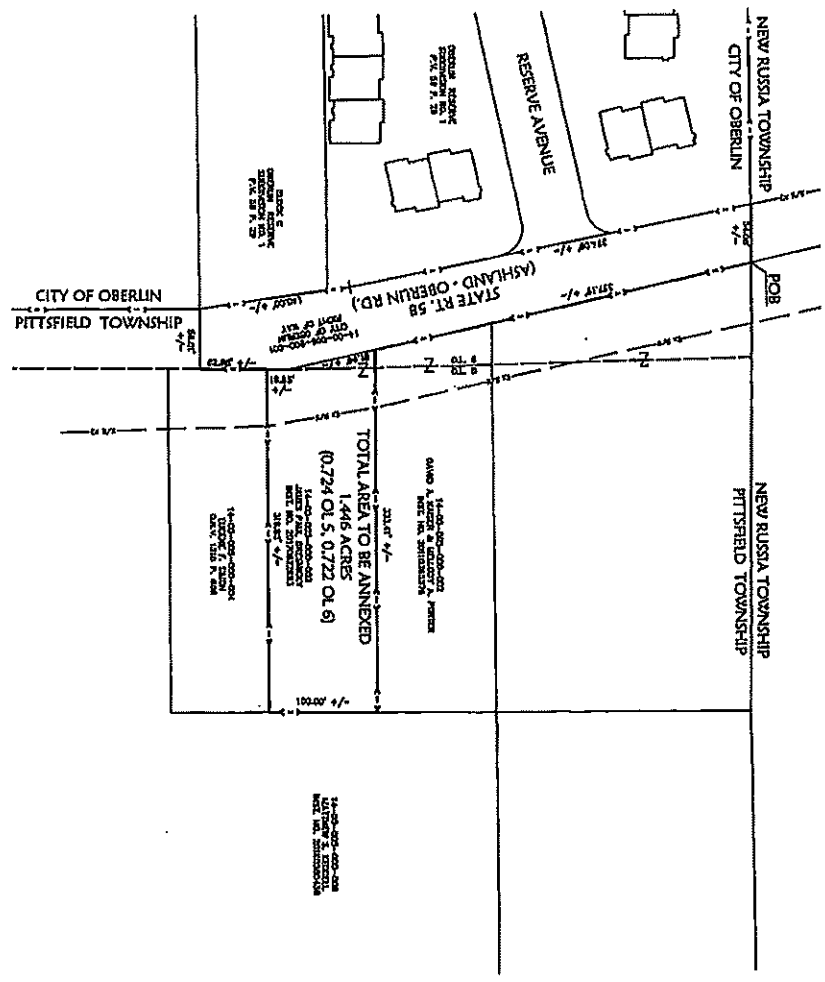
--- EXISTING CORPORATION LINE
 --- PROPOSED CORPORATION LINE
 --- EXISTING RIGHT OF WAY
 --- PROPOSED RIGHT OF WAY
 --- EXISTING LOT LINE
 --- PROPOSED LOT LINE

ABBREVIATIONS

MT METERS
 AC ACRES
 L LOT
 BL BLOCK
 P.P. POINT OF BEGINNING
 P.V. POINT OF VIEW

AREA TABLE

14-00-000-000-000 1.446 ACRES
 14-00-000-000-000 0.724 OL 5, 0.722 OL 6
 TOTAL 1.446 ACRES
 14-00-000-000-000 1.446 ACRES (0.724 ACRES OL 5 & 0.722 ACRES OL 6)



ANNEXATION MAP OF PART OF ORIGINAL PITTSFIELD TOWNSHIP LOT NOS. 5 & 6 TOWNSHIP OF PITTSFIELD, COUNTY OF LORAIN STATE OF OHIO	KB Associates, Inc. 250 Barnes Road, Suite 100 Elyria, OH 44035 P 440 388 4750 F 440 388 4730 www.kbassociates.com	DATED: 10/22/19 DRAWN BY: JEM CHECKED BY: JEM DATE PLOTTED: 10/22/19 PLOT BY: JEM	DATE: _____ DESCRIPTION: _____ BY: _____
		SHEET NO. 1 OF 1 TOTAL SHEETS 1	SIGNATURE: _____ DATE: _____

Legal description reviewed by on 10/22/19 per ORC, Section 5713.09



Matt Lundy Lori Kokoski Sharon Sweda

226 Middle Avenue
Elyria, OH 44035
Office: 440-329-5111
Fax: 440-323-3357
www.loraincounty.us

County Administrator
James R. Cordes
440-329-5760

Clerk of Board of Commissioners
Theresa Upton
440-329-5103

Dog Warden
Timothy Pihlblad
440-326-5997

Budget Director
440-329-5201

Charles Berry Bridge Superintendent
Al Zocchi
440-244-2137

Children & Family Council
440-284-4464

Community Development Director
Don Romancak
440-328-2323

E-9-1-1 Director
Tracy Lopez
440-329-5444

Emergency Management & Homeland
Security Director
Thomas Kelley
440-329-5117

Facilities Management Director
Karen Davis
440-329-5102

Human Resources Department
440-329-5150

IT Director
Ernie Smith
440-329-5786

Lorain County Crime/Drug Lab Director
440-329-5636

Lorain County Transit
Pamela Novak
440-329-5525

Office of Sustainability Coordinator
440-328-2361

Purchasing
440-329-5240

Records Center Supervisor
Denise Lindak
440-326-4866

Solid Waste Director
440-329-5442

Visit Lorain County
440-984-5282

Workforce Development Director
Mike Longo
440-284-1834

JUN 20 PM 3:02

June 3, 2019

City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074

Attn: Belinda Anderson, Clerk:

Enclosed is a corrected Resolution No. 19-276, adopted by the Lorain County Commissioners on May 15, 2019 granting the Expedited Type 1 Annexation of 1.446 acres from Pittsfield Township to the City of Oberlin, Ohio.

Please note the correction was page 1, first paragraph had a typographical error stating it was New Russia Township. It reads correctly as Pittsfield Township, please replace this resolution with your transcript received.

The complete transcript was issued to the City of Oberlin by letter dated May 18, 2019.

Also, Lorain County Recorder, Instrument #2019-0716406, dated May 30, 2019 the resolution will be corrected

Sincerely,

Theresa L. Upton
Clerk

tlu
Enclosure

Cc: Pittsfield Township Trustees
Craig Snodgrass, LC Auditor
Kenneth P. Carney, LC Engineer
Judy Nedwick, LC Recorder
Ted Spillman, Tax Map
Paul Adams, Board of Elections
Tracey Lopez, Director 9-1-1
File

RESOLUTION NO. 19-276

In the matter of granting an Expedited 1)
Annexation of 1.446 acres of land in the)
Township of Pittsfield to the City of)
Oberlin, Ohio. Agent Jon D. Clark,)
Petitioner City of Oberlin and James)
Paul Bresnicky)

May 15, 2019

WHEREAS, a Petition, Legal Description and Map were filed in the Board of Commissioners received by the Clerk on April 23, 2019 for the proposed Annexation of approximately 1.455 acres in Pittsfield Township to the City of Oberlin, Ohio

Pursuant to section 709.02 of the Ohio Revised Code, the undersigned, being all of the owners of the real property described in "Exhibit A" attached hereto and made a part hereof, hereby petition the Board of Commissioners of Lorain County Ohio, to cause the property, as described in said "Exhibit A", to be annexed to the City of Oberlin, Ohio, following the special procedures provided by section 709.022 of the Ohio Revised Code.

An accurate map of the plat of the property sought to be annexed is set forth in "Exhibit B" attached hereto and made a part hereof.

A list of the owners of the property sought to be annexed and their addresses are set forth in "Exhibit C" attached hereto. All of the owners of the property subject to this petition for annexation have consented to the petition and are signers thereon for the annexation of said property. A list of all properties adjacent and across the street to those sought to be annexed is filed herewith as "Exhibit D"

This petition is further presented pursuant to section 709.022 of the Ohio Revised Code for expedited processing under the terms of an Annexation Agreement between the City of Oberlin and Pittsfield Township. A Certified copy of said annexation agreement is attached hereto as Exhibit E.

The name of the person to act as agent for the undersigned petitioners is Jon D. Clark, 85 South Main Street, Oberlin, Ohio 44074, the phone number 440-774-8519 and who may be emailed at jlclark@cityofoberlin.com.

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

City of Oberlin Ohio:

By: S/Rob Hillard

S/James Paul Bresnicky

Its: City Manager

And;

WHEREAS, the legal description is as follows:

Exhibit A (description of property to be annexed)

James Paul Bresnicky, City of Oberlin

Proposed annexation to the City of Oberlin

Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lots Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170622693 of the Lorain County Records and the right of way of State Route 58 (Ashland-Oberlin Road), dedicated in plat volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

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Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.

S/Trevor A. Bixler, P.S. Professional Surveyor, Ohio No. 7730

KS Associates, Elyria, Ohio

And;

WHEREAS, the Annexation Agreement is in accordance with City of Oberlin Ordinance No. 06-71 AC CMS – approving an annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio and the City of Oberlin effective October 19, 2006 is as follows:

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into this 15th day of May, 2019, APR 23 12:34 PM, 2006, by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation (the "City") and the Board of Trustees of Pittsfield Township (the "Township").

WHEREAS, the City and the Township desire to establish an Agreement as permitted under Section 709.192 of the Ohio Revised Code for the orderly annexation and planned development of certain real property as described herein for the mutual benefit of the parties hereto; and,

WHEREAS, the City and the Township previously entered into a Revenue Sharing and Annexation Agreement on or about August 2, 1991, which they agree shall be replaced by this Agreement; and,

WHEREAS, it is the intent of the City and the Township to cooperate in preserving the Township's tax base, expanding the revenues of the City, creating and preserving jobs and employment opportunities, encouraging appropriate and planned development within the State of Ohio, and, more particularly, within the real property to which this Agreement pertains; and,

WHEREAS, the City and the Township have determined that the execution of this Agreement is reasonable and necessary to serve the interests of their respective residents and it is in the best interest of the residents of each jurisdiction; and,

WHEREAS, the legislative authorities of the City and the Township have each authorized execution of this Agreement through the adoption of City Ordinance No. 26-71 AC CMS and Township Resolution No. 26-132 after public hearings held in accordance with the Ohio Revised Code and the applicable Ordinances of the City, including its Planning and Zoning Code.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Township agree as follows:

Section 1. The Property

- A. The real property subject to this Agreement, hereinafter designated the "District", shall consist of the area depicted on the map attached hereto as Exhibit A, and fully incorporated by reference herein. The terms of this Agreement apply to all of the area depicted on Exhibit A including previously annexed property.
- B. A legal description of the District is attached hereto as Exhibit B, and fully incorporated by reference herein.
- C. The boundaries of the District described herein may be altered with the written consent of both the City and the Township. Such consent shall be in the form of a written addendum to this Agreement and shall be pursuant to the adoption of an appropriate City Ordinance and Township Resolution defining the area to be altered and the intent of the parties in entering into the addendum. Alteration of the boundaries, to be effective, must be authorized by legislative actions of the City and the Township within a ninety (90) day period prior to the effective date of the alteration at issue.

Section 2. Annexation

- A. The City and the Township agree that the property in the District as described in Section 1, and depicted on Exhibits A and B, including any future alterations thereto pursuant to written addendum, may be annexed to the City upon application of the property owner. The Township will fully cooperate with the City and the annexation petitioners in regard to any annexation petitions filed for

property located within the District and take any and all legislative action that may be necessary in order to facilitate the approval of any such annexation application. Annexations will be processed pursuant to the applicable provisions of the Ohio Revised Code.

B. Any parcel annexed to the City and located within the District shall become a part of the City for all purposes, including, but not limited to, taxation, voting, and public services. A Petition to Conform Boundaries as set forth in Section 503.07 of the Ohio Revised Code shall not be necessary unless required by law.

C. The City agrees that it will not accept or approve annexation petitions for property in the Township which is located outside of the District, without the written approval of the Township, in the following areas:

1. Route 58 South. All properties immediately adjacent to the east and west side of the State Route 58 right-of-way and contiguous with the southerly boundary of the District, and being further described by parcel numbers and map in Exhibit C attached hereto and incorporated by reference herein. This limitation will be for the duration of this Agreement.
2. U.S. 20 West. All properties located outside of the boundary of the District that are located along U.S. 20, and being further described by parcel numbers and map in Exhibit D attached hereto and incorporated by reference herein. This restriction on annexation is to be in effect for a period of ten (10) years from the effective date of this Agreement.

D. Should annexations occur outside of the District with written approval of the Township, the City and Township agree that the boundaries of the District will be adjusted to include any annexations outside of the District as shown on Exhibit A as it exists at the time this Agreement is signed. Any agreed adjustments to the District boundaries will be reflected on the map which will be forwarded to the City and the Township as an "Amended Exhibit A, (date)."

Section 3. Zoning and Planning

A. The City and the Township agree that all property located in the District shall be subject to the district uses that are set forth in Exhibit B attached hereto and incorporated by reference, and the design standards that are set forth in Exhibit F attached hereto and incorporated by reference. To ensure that such a unified zoning, planning and design plan is implemented, the City and the Township will take the following action:

1. Coincidentally with the approval of this Agreement, the City will initiate procedures to appropriately modify Section 1329.03 of its Codified Ordinances, entitled "Classification of Annexed Land," and take any and all other necessary action to ensure that property located in the District, which is currently located within the City, or that is annexed into the City during the term of this Agreement, is subject to the agreed upon land use plan and district uses as shown in Exhibit E attached hereto and the design standards as shown on Exhibit F attached hereto.
2. Coincidentally with the approval of this Agreement, the Township agrees that it will initiate procedures and take any and all necessary action to

ensure that property located in the District, and currently located in the Township, is subject to the agreed upon land use plan and district uses as shown in Exhibits E attached hereto and the design standards as shown on Exhibit F attached hereto.

- 3. It is of critical importance to both the City and the Township to implement a unified set of land use and design standards for the District. Accordingly, if either the City or the Township is not able to implement the District uses and design standards as set forth in Exhibits E and F within twelve (12) months of the approval of this Agreement: (1) all payments due either party pursuant to this Agreement shall be held in abeyance and shall not resume until the City and the Township have agreed upon and both fully implemented an alternative land use plan and design standards for the District; and (2) the parties shall initiate the dispute resolution procedures provided for in Section 9 of this Agreement. After six (6) months, if the issues have not been resolved through mediation, or the parties have not agreed to extend the mediation period, this Agreement will automatically terminate at the end of the then current calendar year, and all payments held by the City through the end of the then calendar year shall be distributed to the Township. Upon such termination of this Agreement, the parties agree that the prior Annexation Agreement between the parties, entered into on August 2, 1991, shall be

reinstated for the remainder of its term.³ Any property annexed into the City shall remain part of the City for all purposes.

- B. It is the intent of the parties that, upon approval of this Agreement, there be in existence a unified, consistent and planned development plan and structure for the District, regardless of whether property in the District is annexed to the City or not. Should changes be necessary to maintain such a plan and structure for the District, the land use plan and district uses as shown on Exhibit E and F may be adjusted upon written approval of the City and the Township, and approval through the appropriate legislative process of each jurisdiction.

Section 4. Tax Revenues

- A. The parties acknowledge that all real estate and personal property taxes attributable to the Township's inside or voted millage, levied on property in the District which is not annexed during the term of this Agreement, shall be distributed by the County Treasurer to the Township.
- B. All property annexed to the City during the term of this Agreement shall no longer be part of the Township for any purpose.
- C. Real Property Taxes. The City agrees to pay to the Township for the term of this Agreement an amount equal to the City's real property tax inside millage of 2.375 mills, but subject to the limitations imposed by Section 5 of this Agreement, paid to the City by the County Treasurer, for commercial/industrial property that has been annexed into the City and is located within the District. Payments will be

³ The term of the 1991 Annexation Agreement shall lapse once this Agreement is signed by the parties. If it is reinstated, the time remaining on the 1991 Annexation Agreement shall be counted as of the date it lapses.

made by the City to the Township semi-annually within two (2) months after real property taxes are received by the City. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- D. Income Taxes. The City agrees to pay to the Township an amount equal to eighteen percent (18%) of the income tax withholdings collected by employers and received by the City from employers located within the District, upon land that has been annexed into the City. Payments will be made by the City to the Township semi-annually within two (2) months after June 30th and December 31st of each year for the term of this Agreement. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- E. The City agrees that it shall collect a one-time payment for each residential building permit issued for property within the District, except for phases I, II and III of the Oberlin Reserve development which is specifically excluded, for the term of this Agreement and for any extensions. This "annexation fee" shall not be applicable to alterations, additions, remodeling or expansion of existing structures. It shall be collected by the City as a condition for issuance of a building permit and shall be in the form of a check made payable to Pittsfield Township according to the following schedule:

\$250.00 per unit for detached single family dwellings

7

\$200.00 per unit for duplex or triplex units
 \$150.00 per unit for multi-family containing 4 to 12 units
 \$100.00 per unit for multi-family containing 13 or more units

The City shall forward checks to Pittsfield Township within thirty (30) days of collection. The Township agrees to indemnify the City for all expenses and/or damages of any kind that the City may incur that are related to or that may arise out of the payment of said "annexation fees" for residential development.

- F. Pursuant to Section 709.192(C)(14) of the Ohio Revised Code, the payments set forth in this Section 4 shall be in lieu of taxes or other payments required by law or otherwise to be paid by the City to the Township as a result of the annexation to the City of any property located in the District including previously annexed territory within the District.
- G. Other Revenue Issues. All provisions within this Agreement regarding the sharing of revenue by the City with the Township shall apply to said revenue received by the City after January 1, 2005, subject to this Agreement being approved and executed by both the City and the Township. There shall be no overlap of revenue sharing from the previous Revenue Sharing Agreement between the parties and dated August 2, 1991, and this Agreement. Personal property taxes, estate taxes, or any other revenues currently received by the City, or that may be received by the City in the future, that are not specifically mentioned in this Agreement, shall not be shared by the City with the Township.
- H. Duty to Negotiate Extension of Revenue. It is contemplated that this Agreement will be in effect for a term of fifty (50) years, unless both parties agree to an earlier termination. In that regard, the parties agree that they will meet and discuss

the merits of continuing to share revenue beyond that term. However, both parties must agree in writing in order for revenue to be shared beyond the fifty (50) year term of this Agreement.

Section 5. Abatement of Real Property Taxes

- A. The City and Township agree that if, subsequent to the annexation of real property located in the District to the City, the City creates an Enterprise Zone, Community Reinvestment Area or other facility authorized by the Ohio Revised Code that allows for reduction in real, personal property and income taxes as an incentive to business and industry locating or expanding therein, they will adhere to the following procedure upon application for such tax abatement by any property owner in the District:
 1. The City will mail a copy of the application and related materials to the Trustees of the Township at the same time that the school districts are notified and request a meeting to discuss the application.
 2. A meeting will be held between appropriate representatives of the City, The Township and the applicant.
 3. The application will be processed further only upon agreement by both the City and the Township.
- B. It is the intent of the parties that any such proposed program to grant tax reduction in the District be closely scrutinized to ensure that the income resulting from development is not compromised to such an extent that the granting of an abatement will result in detriment to either the City or the Township in the long term.

Section 6. Provision of Services

- A. The Township shall continue to provide its services to property in the District until such time as it is annexed to the City.
- B. Upon annexation to the City, the City has the right to provide all municipal services to the property annexed, including police protection, fire/rescue service, street maintenance, reasonable storm water management, water, electric, refuse collection, and sanitary sewer service, in a manner similar to other land located within the corporate limits of the City, subject, however, to system capacity limitations,² payment by the property owner or developer of any utility extension costs, the provisions of all applicable City ordinances, and agreements, if any, with utilities that may be serving the District area.
- C. In the event that the City allows a tap-in to its sewer system to a property that is not yet subject to annexation, it is understood by the parties to this Agreement that such tap-in would be permitted only upon the property owner's acceptance of certain conditions including, but not limited to, the property owner agreeing to annex the property as soon as it is possible and agreeing to pay whatever utility premium that may be charged by the City until the property can be annexed. Any such tap-in would also need to receive approval of Oberlin City Council.
- D. In the event that a property owner in the District desires to develop a property for a use consistent with the agreed upon land use plan and district uses shown in Exhibit E, and annexation is not yet feasible and access to the City's sanitary system is not available (both as determined by the City), the Township shall notify

² The City will take all reasonable measures to anticipate and provide for system capacity in the District.

the City of the property owner's intent, to use an on-site system subject to EPA and Lorain County Health Department approval. The City shall have a period of three months to evaluate whether sewer services can be provided to the property. The parties to this Agreement desire to encourage use of the best available technology. Once annexation and connection to the City's sanitary system does become feasible, within one year the property owner must connect to the City's system at the property owner's expense, plus pay for the property owner's fair share of the City's capital costs to extend the sanitary sewer line.

Section 7. Term

- A. This Agreement shall be in effect for an original term of twenty-five (25) years from the later of the date that it is approved by Ordinance of the City Council and Resolution of the Trustees of the Township. At the end of the twenty-fifth year, the Agreement shall automatically renew for another twenty-five (25) year term unless the legislative authorities of the City and the Township each affirmatively act by official legislation to terminate the Agreement.
- B. The City and the Township agree that they will meet at least every five (5) years during the term of this Agreement in order to review and evaluate whether the terms of this Agreement remain consistent with their intent or whether adjustments need to be made. Should new or amended state legislation alter the tax structure upon which the consideration in this Agreement is based, the parties agree to meet prior to the effective date of such legislation to determine whether adjustments need to be made. Any adjustments to this Agreement must be in

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writing and approved by both the City and the Township by appropriate legislation.

- C. This Agreement may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, all property annexed pursuant to this Agreement shall remain part of the City for all purposes.

Section 8. Amendments

- A. In addition to the amendments authorized by Section 1C herein, this Agreement may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties, and further providing that for such amendment to be effective, the legislative actions of the parties must occur and be effective within a period of ninety (90) days of each other.

Section 9. Disputes

- A. In the event that a dispute arises as to any of the terms or applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediator at the earliest possible date and with the least amount of expense and inconvenience to the parties. The expenses of the mediation process shall be borne one-half (1/2) by the City and one-half (1/2) by the Township.
- B. Failure of any party to comply with the terms of this Agreement shall constitute a default. The non-defaulting party shall give written notice to the defaulting party

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setting forth the nature of the alleged default. The defaulting party shall have sixty (60) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within sixty (60) days, to commence to cure and thereafter diligently process such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may call for mediation to resolve the default.

- C. If a dispute or default cannot be acceptably resolved through mediation or a party refuses to participate in mediation, this Agreement does not limit or preclude the parties from instituting appropriate legal action at law or in equity to seek redress.

Section 10. Miscellaneous

- A. **Support of Agreement.** The City and the Township agree, to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this 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 City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms except as provided in Section 4(E). In the event that the parties jointly retain one legal counsel, the parties shall each bear one-half (1/2) of the fees incurred.
- B. **Severability.** In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. However, if the provisions set forth in Section 4(D) related to the

sharing of income taxes are held to be invalid, illegal, or unenforceable, the Township shall have the option to terminate the Agreement at any time thereafter during the remainder of the term upon thirty (30) days advance notice, or continue performance pursuant to the remaining portions of the Agreement, or both the City and the Township shall have the option to, for a period of sixty (60) days, use their best efforts to renegotiate so that the spirit and intent of Paragraph 4(D) is preserved.

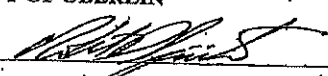
- C. **Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- D. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may be amended or modified only as provided herein. All prior agreements between the parties, either oral or written, are superseded by this Agreement. Specifically, the agreement between the parties which was entered into on or about August 2, 1991, will lapse upon approval and formal execution of this Agreement as provided herein, and said prior agreement will be of no further force and effect unless revived as provided in Section 3(A)(3) herein.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.

Signed in the presence of:


CITY OF OBERLIN


Print Name: DANIEL J. GARDNER


Its: City Manager

Signed in the presence of:

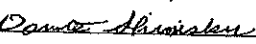
THE TOWNSHIP OF PITTSFIELD


Print Name: DAN SHINSKY

By: Mark M^cConnell
Trustee MARK M^cCONNELL

DAN SHINSKY
Print Name: Dan Shinsky

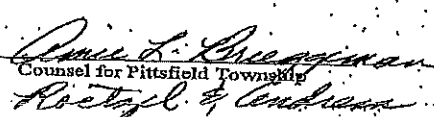
By: Steve L. Maguire
Trustee Steve L. MAGUIRE


Print Name: DAN SHINSKY

By: Mark Dierick
Trustee MARK DIERICK

Approved as to legal form:

By: 
Eric R. Severs
Oberlin Law Director

By: 
Council for Pittsfield Township
Robert J. Anderson

1162177.1.104005.0001

And;

WHEREAS, Clerk noted this proposed Annexation on the April 30, 2019 Commissioners agenda; and

WHEREAS, April 24, 2019 letters were issued to Craig Snodgrass, Lorain County Auditor and Kenneth P. Carney, Lorain County Engineer asking for review and accuracy of the Petition and Map; and

WHEREAS, April 26, 2019 Chief Deputy Engineer Peter Zwick submitted a letter as follows:

"We report that the petition's legal description is incomplete, and therefore does not accurately describe the perimeter of territory proposed to be annexed to the city of Oberlin. Once course is missing from the description; and

WHEREAS, May 2, 2019 Agent Clark submitted the corrected legal description, which was then resubmitted to the County Engineer and they confirmed on May 14, 2019 that the petition's legal description now accurately describes the perimeter of the territory proposed to be annexed to the City of Oberlin as follows

Exhibit A (description of property to be annexed)
James Paul Bresnicky, City of Oberlin
Proposed annexation to the City of Oberlin
Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lots Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170622693 of the Lorain County Records and the right of way of State Route 58 (Ashland-Oberlin Road), dedicated in plat volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

Beginning at the intersection of the original centerline of State Route 58 (Ashland-Oberlin Road) (width varies) and the northerly line of Original Pittsfield Township Lot No. 6;

Thence southeasterly along the original centerline of State Route 58, a distance of about 357.19 feet to the southwesterly corner of land conveyed to David A Kaiser and Melody A. Porter as recorded in Instrument No. 20110365576 of the Lorain County Records;

Thence easterly along Kaiser and Porter's southerly line, a distance of about 333.41 feet to the westerly line of land conveyed to Matthew S. Keddell as recorded in Instrument No. 20160580436 of the Lorain County Records;

Thence southerly along Keddell's westerly line, a distance of about 100.00 feet to the northeasterly corner of land conveyed to Eugene F. Smith as recorded in Official Record Volume 1318, page 806 of the Lorain County Records;

Thence westerly along Smith's northerly line, a distance of about 316.55 feet to the original centerline of State Route 58;

Thence southerly along the original centerline of State Route 58, a distance of about 62.88 to a point in the easterly extension of the southerly line of "Block C" in said Oberlin Reserve Subdivision No. 1;

Thence westerly in the easterly extension the southerly line of "Block C" in Oberlin Reserve Subdivision No. 1 a distance of about 56.01 feet to a point in the westerly right of way of State Route 58;

Thence northwesterly along the westerly right of way of State Route 58, a distance of about 140.00 feet to an angle point therein;

Thence, continuing northwesterly along the westerly right of way of State Route 58, a distance of about 374.09 feet to the northerly line of Original Pittsfield Township Lot No. 6;

Thence easterly along the northerly line of Original Pittsfield Township Lot No. 6, a distance of about 54.08 feet to the point of beginning.

Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.

S/Trevor A. Bixler, P.S. Professional Surveyor, Ohio No. 7730

KS Associates, Elyria, Ohio

And;

WHEREAS, Assistant County Prosecutor Innes said this Expedited Type 1 annexation does not require a hearing. The petition has been signed by all owners, a map and legal description were received along with the agent and an annexation agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio, that upon review of the documents submitted, the following findings are made:

The Petition contains the signatures of all the property owners in the territory to be annexed.

1. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
2. The Petition contains an accurate map or plat of the territory proposed to be annexed.
3. The Petition contains the name of the person acting as statutory agent for the petitioners.
4. Filed with the Petition is a list of all the tracts, lots or parcels in the territory proposed to be annexed together with all the tracts, lots or parcels located adjacent to the territory to be annexed or directly across the road, including the name and mailing address of each owner and the permanent parcel number of each parcel.
5. Filed with the Petition is an Annexation Agreement between the City of Oberlin and Pittsfield Township

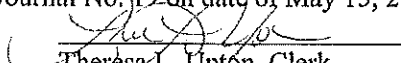
BE IT FURTHER RESOLVED that:

- I. Upon the findings that all of the conditions of annexation as contained in Revised Code Section 709.022 have been met, the Petition as presented is granted, incorporating the Annexation Agreement between the City of Oberlin and Pittsfield Township.
- II. Herein the annex area will not be excluded from the Township
- III. The Clerk is directed to enter the resolution upon the journal of the Board and send a certified copy of the record (including all resolutions, the petition, the map and all other papers on file to the City of Oberlin)

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

Motion carried. _____ (discussion was held on the above)

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution No. 19-276 is a true copy as it appears in Journal No. 19 on date of May 15, 2019



Theresa L. Upton, Clerk

RECORDED
2014 APR 23 P. 12: 28

**PETITION FOR ANNEXATION OF LAND TO THE CITY OF OBERLIN
FROM THE TOWNSHIP OF PITTSFIELD
(WITH ANNEXATION AGREEMENT)**

To the Lorain County Board of Commissioners:

Pursuant to section 709.02 of the Ohio Revised Code, the undersigned, being all of the owners of the real property described in "Exhibit A" attached hereto and made a part hereof, hereby petition the Board of Commissioners of Lorain County Ohio, to cause the property, as described in said "Exhibit A," to be annexed to the City of Oberlin, Ohio, following the special procedures provided by section 709.022 of the Ohio Revised Code.

An accurate map of the plat of the property sought to be annexed is set forth in "Exhibit B" attached hereto and made a part hereof.

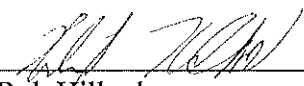
A list of the owners of the property sought to be annexed and their addresses are set forth in "Exhibit C" attached hereto. All of the owners of the property subject to this petition for annexation have consented to the petition and are signers thereon for the annexation of said property. A list of all properties adjacent and across the street to those sought to be annexed is filed herewith as "Exhibit D."

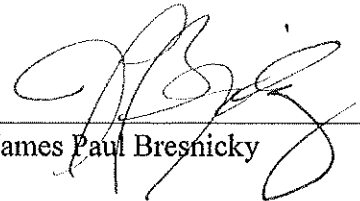
This petition is further presented, pursuant to section 709.022 of the Ohio Revised Code for expedited processing under the terms of an Annexation Agreement between the City of Oberlin and Pittsfield Township. A certified copy of said annexation agreement is attached hereto as Exhibit E.

The name of the person to act as agent for the undersigned petitioners is Jon D. Clark, 85 South Main Street, Oberlin, Ohio, 44074, telephone number 440-774-8519 and who may be emailed at jdclark@cityofoberlin.com.

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

City of Oberlin Ohio:

By: 
Rob Hillard


James Paul Bresnicky

Its: City Manager

EXHIBIT A

(Description of Property to Be Annexed)

2019 APR 23 P 12:33

James Paul Bresnicky
City of Oberlin
Proposed annexation to the City of Oberlin
Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001
Page 1 of 2

Situated in the Township of Pittsfield, County of Lorain and State of Ohio and known as being part of Original Pittsfield Township Lot Nos. 5 and 6. Also being the land conveyed to James Paul Bresnicky as recorded in Instrument No. 20170622693 of the Lorain County Records and the right of way of State Route 58 (Ashland – Oberlin Road), dedicated in Plat Volume 59, Page 29 of the Lorain County Records, being more definitely described as follows:

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The above description has been prepared from record information only.

James Paul Bresnlcky
City of Oberlin
Proposed annexation to the City of Oberlin
Parcels: 14-00-005-000-003 and Part of 14-00-006-900-001
Page 2 of 2

Trevor A. Bixler 9-24-18

Trevor A. Bixler, P.S.
Professional Surveyor, Ohio No. 7730

K5 ASSOCIATES
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, OH 44035
440 365 4730

R:\18000\18104\Bresnlcky Annexation.doc



EXHIBIT B (Map of Property to Be Annexed)

2010 APR 23 P 12:33

ROBERT A. BEIER
PROFESSIONAL SURVEYOR, Ohio No. 7730



LEGEND

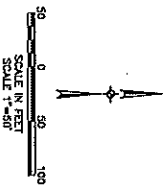
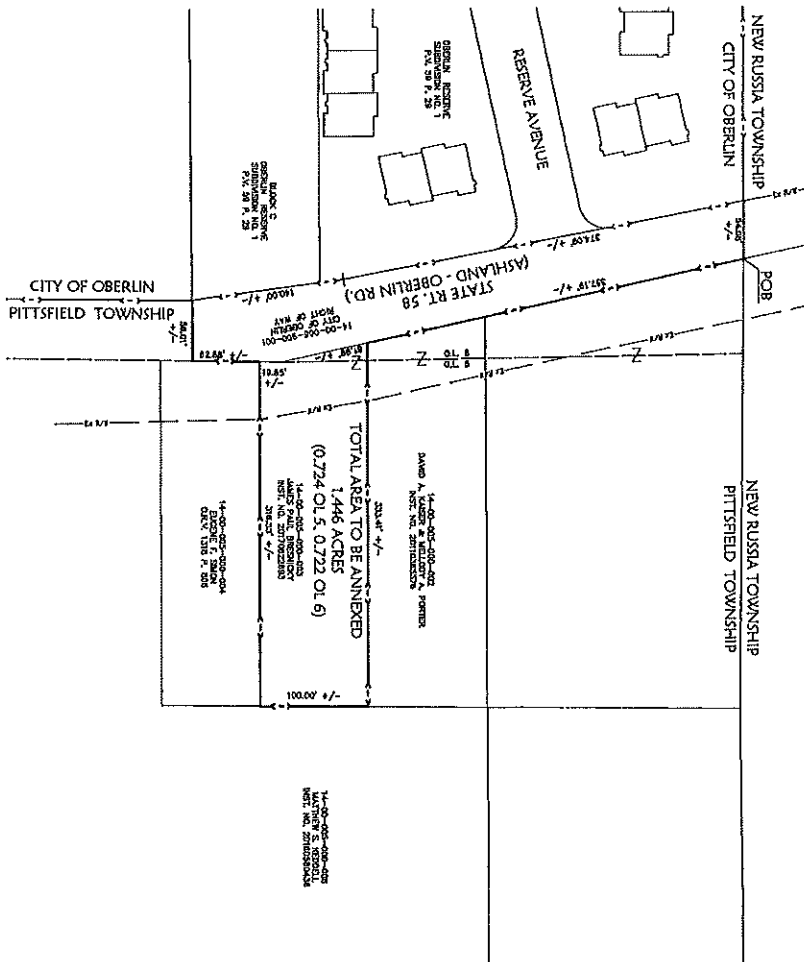
--- Existing Corporation Line
--- Proposed Corporation Line
--- Existing Right of Way
--- Original Lot Line

ABBREVIATIONS

INT INTERSECTION
HD HIGHWAY
DL DRAINAGE LOT
POT POINT OF TANGENCY
PV PLANT VEHICLE

AREA TABLE

14-00-002-000-003
AREA WITHIN OL 3 & OL 6
TOTAL 1.446 ACRES
14-00-002-000-004
AREA WITHIN OL 5 & OL 6
TOTAL 0.724 ACRES
14-00-002-000-005
AREA WITHIN OL 5 & OL 6
TOTAL 0.724 ACRES



SHEET 1 OF 1 JOB NO. 18104	ANNEXATION MAP OF PART OF ORIGINAL PITTSFIELD TOWNSHIP LOT NOS. 5 & 6 TOWNSHIP OF PITTSFIELD, COUNTY OF LOHAIN STATE OF OHIO	 KS ASSOCIATES KS Associates, Inc. 260 Bvina Road, Suite 100 Elyria, OH 44028 P 440.388.4780 F 440.366.4780 www.kassociates.com	DATE: 4-11-10 DRAWN BY: KUN CHECKED BY: TUB DATE CHECKED: 4-11-10 PLOT: 001-10 P.S.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISIONS</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	DATE	DESCRIPTION	BY												
REVISIONS	DATE	DESCRIPTION	BY																	

EXHIBIT C

(Addresses of Owners of Properties to Be Annexed)

City of Oberlin Ohio
69 South Main Street
Oberlin, OH 44074

James Paul Bresnicky
2725 West 39th St.
Lorain OH 44053

7019 APR 23 12 33

EXHIBIT D

(List of Properties Adjacent and Across the Street to Those Sought to be Annexed)

2019 Aug 23 12:33

Eugene F. Simon 14565 ST. Rt. 58 Oberlin, OH 44074	David Kaiser Mellody Porter 14537 St. Rt 58 Oberlin, OH 44074	Matthew Keddel 14579 St. Rt. 58 Oberlin, OH 44074
City of Oberlin 69 South Main Street Oberlin OH 44074	Oberlin Reserve Condominium	Karen M. Fridenstine Kristin H. McDonough, Trustees State Route 58 Oberlin OH 44074 C/o 12060 Baird Rd. Oberlin, OH 44074
Dale Rider 14517 St. Rt. 58 Oberlin, OH 44074	JGP Leek Mary Leek 14477 St Rt. 58 Oberlin, OH 44074	Carol A. Strayer 2 Nantucket Cir. Oberlin, OH 44074
Eileen K. Elegdy 4 Nantucket Cir. Oberlin, OH 44074	Brian Eugene English 6 Nantucket Circle Oberlin Ohio 44074	Eric Severs Cynthia Severs 8 Nantucket Circle Oberlin Ohio 44074
Thomas W. Weber, Trustee EVA M Weber, Trustee 1 Canterbury Cir. Oberlin, OH 44074	Sue Sylvia McCain 3 Canterbury Cir. Oberlin, OH 44074	Denise A. White John A. Daphne 5 Canterbury Cir. Oberlin, OH 44074
Ann E. Ingram 9 Canterbury Cir. Oberlin, OH 44074	John David Sobieski Robert T. Sobieski 11 Canterbury Cir. Oberlin, OH 44074	William H. Carpenter, Jr. 13 Canterbury Cir. Oberlin, OH 44074
Sherri Chavez 17 Canterbury Cir. Oberlin, OH 44074	Richard J. Grdijan Annette B. Grdijan 19 Canterbury Cir. Oberlin, OH 44074	Billy J. Bates Georgia L. Bates 21 Canterbury Cir. Oberlin, OH 44074
Huron County Holdings, LLC St. Rt. 58 Oberlin, OH 44074 c/o 10715 State Rt. 60 Wakeman, OH 44889		