



CERTIFIED COPY

I Belinda B. Anderson, the duly appointed, qualified and acting Clerk of Council, for the City of Oberlin, Lorain County, Ohio, do hereby certify that attached is a true and correct copy of Ordinance No. 26-56 AC CMS, and its attachments as adopted on July 6, 2026.

ORDINANCE NO. 26-56 AC CMS

AN ORDINANCE ACCEPTING THE ANNEXATION OF APPROXIMATELY 2.3771 ACRES OF LAND FROM PITTSFIELD TOWNSHIP TO THE CITY OF OBERLIN UPON THE PETITION OF DC ACQUISITION CO. INC.

Witness my hand and Official Seal at Oberlin, Ohio this 30th day of July 2026.

(Seal)

A handwritten signature in blue ink, which appears to read "Belinda B. Anderson", is written over a horizontal line.

Clerk of Oberlin City Council

CITY OF OBERLIN, OHIO

ORDINANCE NO. 26-56 AC CMS

AN ORDINANCE ACCEPTING THE ANNEXATION OF APPROXIMATELY 2.3771 ACRES OF LAND FROM PITTSFIELD TOWNSHIP TO THE CITY OF OBERLIN UPON THE PETITION OF DC ACQUISITION CO. INC.

WHEREAS, a Petition for the annexation of certain territory comprised of approximately 2.3771 acres of land in Pittsfield Township ("Territory"), was filed with the Board of Lorain County Commissioners by the DC Acquisition Co., and

WHEREAS, the Petition was duly considered by the Board of Commissioners on March 10, 2026; 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, which was received on March 20, 2026; and

WHEREAS, sixty (60) days from the date of receipt of the certification have now elapsed as is provided in 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:

SECTION 1. That the application of 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 the Lorain County Auditor, one copy to the Lorain County Recorder, and one copy to the Ohio Secretary of State, and shall file a 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 upon the earliest date allowed by law.

PASSED: 1st Reading : July 6, 2026

2nd Reading: _____

3rd Reading: _____

ATTEST:



BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL



EBONI A. JOHNSON
PRESIDENT OF COUNCIL

POSTED: 07/07/2026

EFFECTIVE DATE: 08/05/2026

EXHIBIT A

LEGAL DESCRIPTION FOR 15286 STATE ROUTE 58, OBERLIN, OHIO 44074

Situated in the Township of Pittsfield, County of Lorain, and State of Ohio and known as being part of Original Pittsfield Township Lot No. 26, bounded and described as follows:

Beginning at a point in the centerline of State Route 58 as relocated and recorded in Plat Volume 25, Page 47 of the Lorain County Record of Plats, said point being in the Easterly extension of the Northerly line of lands conveyed to George C. & Alice Thieret by deed dated August 1, 1977 and recorded in Deed Volume 1182, Page 195 of Lorain County Record of Deeds; thence in the Northerly line of said Thieret lands, North 89° 16' 12" West, a distance of 2.66 feet to a point in the Easterly line of Original Lot No. 26, said point being the principal place of beginning of lands herein described;

thence continuing in said line, North 89° 16' 12" West, passing through an iron pin set 56.34 feet Westerly therefrom, a distance of 375.74 feet to an iron pin set at the Northwestern corner thereof,

thence North 0° 53' 48" East, a distance of 100.00 feet to an iron pin set;

thence North 83° 13' 48" East, a distance of 379.79 feet to a point in the Easterly line of Original Lot No. 26, passing through an iron pin set 54.79 feet Westerly therefrom, said point being 3.92 feet Westerly from the centerline of State Route 58 as relocated;

thence in the Easterly line of Original Lot No. 26, South 01° 08' 32" West, a distance of 149.57 feet to the principal place of beginning of lands herein described. Containing within said bounds 1.0771 acres of land.

Permanent Parcel No. 14-00-026-000-006

LEGAL DESCRIPTION FOR 15300 STATE ROUTE 58, OBERLIN, OHIO 44074

Situated in the Township of Pittsfield, County of Lorain and State of Ohio:

And known as being part of Original Pittsfield Township Lot No. 26, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot No. 26;

Thence Northerly along the Easterly line of said Original Lot No. 26, a distance of 150 feet to a point;

Thence Westerly on a line parallel to the South line of said Original Lot No. 26, a distance of 375 feet to a point;

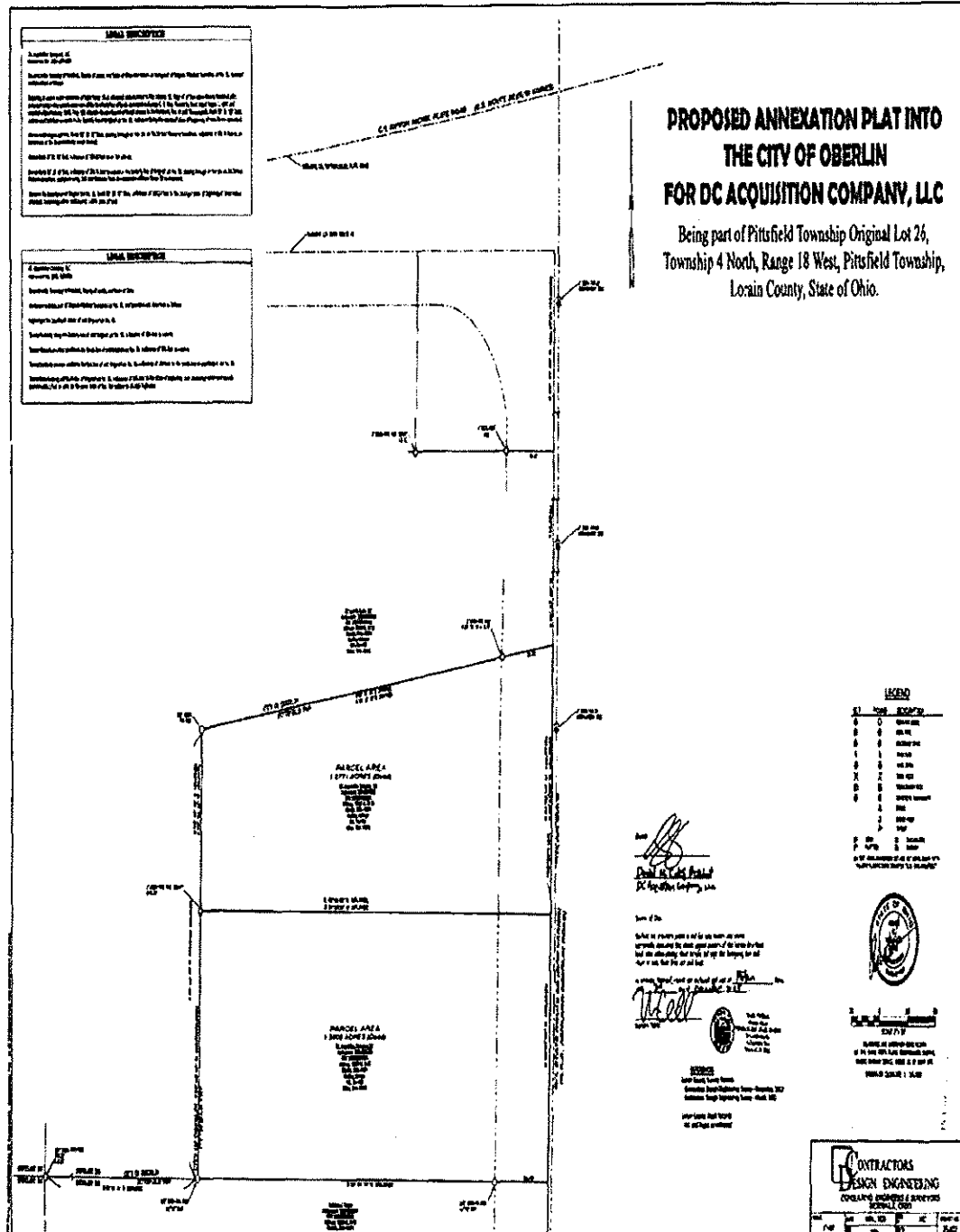
Thence Southerly on a line parallel to the East line of said Original Lot No. 26, a distance of 150 feet to the South line of said Original Lot No. 26;

Thence Easterly along said South line of Original Lot No. 26, a distance of 375 feet to the place of beginning, and containing within said bounds approximately 1.3 acres, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 14-00-026-000-005

Legal description reviewed by VB
on 7/31/26 per ORC, Section 5713.09

WHEREAS, Exhibit B is the map; and
EXHIBIT B



And;

WHEREAS, Letters were issued to Ken Carney, Lorain County Engineer and Auditor Craig Snodgrass, asking for review and accuracy of the Petition and Map. (There is no requirement to send these documents to the Auditor or Engineer, but did so as information status); and



LORAIN COUNTY COMMISSIONERS

Marty Gallagher

David J Moore

Jeff Riddell

March 16, 2026

26 MAR 20 PM 5:33

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

Attn: Belinda Anderson, Clerk of Council

Enclosed is Resolution No. 26-149 amending Res#26-20, adopted January 26, 2026 approving an Expedited 1 Annexation of 2.3771 acres from Pittsfield Township to the City of Oberlin, Ohio – Mark Corriell, Esq., Agent for Petition DC Acquisition Co., LLC by Daniel M. Coles.

Amendment will reflect the correct date of the Pittsfield Township annexation Agreement, and this is an Expedited 1 annexation, therefore the annexed territory will be excluded from the township upon the city's confirming the boundaries once the annexation is complete

The complete transcript of said annexation was mailed on January 22, 2026, which was granted by the Lorain County Commissioners on January 16, 2026 by Resolution No. 26-20, Attorney Mark Corriell, Agent for Petitioner DC Acquisition Co., LLC by Daniel M. Coles.

Sincerely,

A handwritten signature in blue ink, appearing to read "Theresa L. Upton", is written over a faint, larger signature.

Theresa L. Upton
Clerk

tlu
Enclosure

Cc via email: Attorney Mark Corriell, Agent for Petitioner
Pittsfield Township Trustees
Craig Snodgrass, LC Auditor
Kenneth P. Carney, LC Engineer
Ted Spillman, Tax Map
Lizette Garcia, Board of Elections
Kurt Scholl, Director 9-1-1
File

In the matter of amending Res#26-20, adopted)
 January 26, 2026 approving an Expedited 1)
 Annexation of 2.3771 acres from Pittsfield)
 Township to the City of Oberlin, Ohio)
 - Mark Corriell, Esq., Agent for Petitioner)
 DC Acquisition Co., LLC by Daniel M. Coles)

March 10, 2026

WHEREAS, a Petition, Legal Description and Map were filed in the Board of Commissioners received by the Clerk on December 11, 2025 for the proposed Annexation of approximately 2.3771 acres in Pittsfield Township to the City of Oberlin, Ohio as follows:

**EXPEDITED PETITION FOR ANNEXATION
 OF TOWNSHIP PROPERTY TO MUNICIPAL CORPORATION -
 TOTAL ACREAGE TO BE ANNEXED IS 2.3771 ACRES (1.3 ACRES + 1.0771 ACRES)**

Now comes the undersigned ("Petitioner"), consisting of the owner of a certain area containing two parcels ("Territory") as hereinafter described, and according to the statutes of the State of Ohio, specifically O.R.C. § 709.022, hereby consents and petitions for annexation of the Territory to the City of Oberlin, Lorain County, Ohio (the "City").

The Territory is currently situated in the Township of Pittsfield, County of Lorain, State of Ohio ("Township"), located at both 15300 State Route 58, Oberlin, Ohio 44074 (PPN 1400026000005, consisting of 1.3 acres) and 15286 State Route 58, Oberlin, Ohio 44974 (PPN 1400026000006, consisting of 1.0771 acres), more or less. The Territory is contiguous and adjacent to the City. An accurate description of the Territory is attached hereto and made a part hereof as Exhibit "A."

A plat of the above-described Territory is attached hereto and made a part hereof as Exhibit "B."

Submitted with this petition is a list of properties adjacent to the Territory. The list is attached hereto and made a part hereof as Exhibit "C."

Also submitted with this petition is a certified copy of Ordinance No. 06-71 AC CMS: AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF PITTSFIELD TOWNSHIP, LORAIN COUNTY, OHIO, AND THE CITY OF OBERLIN, OH.

The number of owners of the Territory sought to be annexed is one (1), namely: DC ACQUISITION COMPANY, LLC, an Ohio limited liability company, who is the Petitioner herein.

Mark Coriell, Esq., as General Counsel of Petitioner, of 3619 State Route 113 E., Milan, Ohio 44846, is hereby appointed agent for the undersigned Petitioner, as required by Section 709.02 of the Ohio Revised Code; and said agent is hereby authorized to make any amendments and/or deletions which in his absolute and complete discretion are proper under the circumstances then existing, and in particular to make such amendment and/or deletion in order to correct any discrepancy or mistake noted by the Lorain County Engineer in his examination of the Petition and plat and to amend, alter, change, correct, withdraw or refile this Petition, increase or decrease the size of the Territory and take any other action necessary to the granting of this Petition. Said amendment shall be made by the presentation of an amended plat and description to the Board of County Commissioners.

I, the undersigned Petitioner, agree to have the property described in the attached Exhibit "A" annexed to the City of Oberlin, Ohio, pursuant to Ohio Revised Code § 709.022.

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

[SIGNATURE PAGE TO FOLLOW]

Executed this 3rd day of December, 2025.

DC ACQUISITION COMPANY, LLC
an Ohio limited liability company

3619 State Route 113 East
Milan, Ohio 44846

BY DANIEL M. COLES, PRESIDENT

STATE OF OHIO
COUNTY OF ERIE

On this 3rd day of December, 2025, before me, the undersigned Notary Public, personally appeared Daniel M. Coles, President of DC Acquisition Company, LLC, an Ohio limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that he executed the same on behalf of the LLC.

IN WITNESS WHEREOF, I have set my hand and official seal.

Mark Coriell
NOTARY PUBLIC



MARK CORIELL,
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has
No Expiration Date
Section 14703 O.R.C.

And;

WHEREAS, Exhibit A - Legal Description reads as follows:

EXHIBIT A

LEGAL DESCRIPTION FOR 15286 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain, and State of Ohio and known as being part of Original Pittsfield Township Lot No. 26, bounded and described as follows:

Beginning at a point in the centerline of State Route 58 as relocated and recorded in Plat Volume 25, Page 47 of the Lorain County Record of Plats, said point being in the Easterly extension of the Northerly line of lands conveyed to George C. & Alice Thieret by deed dated August 1, 1977 and recorded in Deed Volume 1182, Page 195 of Lorain County Record of Deeds; thence in the Northerly line of said Thieret lands, North 89° 16' 12" West, a distance of 2.66 feet to a point in the Easterly line of Original Lot No. 26, said point being the principal place of beginning of lands herein described;

thence continuing in said line, North 89° 16' 12" West, passing through an iron pin set 56.34 feet Westerly therefrom, a distance of 375.74 feet to an iron pin set at the Northwesterly corner thereof;

thence North 0° 53' 48" East, a distance of 100.00 feet to an iron pin set;

thence North 83° 13' 48" East, a distance of 379.79 feet to a point in the Easterly line of Original Lot No. 26, passing through an iron pin set 54.79 feet Westerly therefrom, said point being 3.92 feet Westerly from the centerline of State Route 58 as relocated;

thence in the Easterly line of Original Lot No. 26, South 01° 08' 32" West, a distance of 149.57 feet to the principal place of beginning of lands herein described. Containing within said bounds 1.0771 acres of land.

Permanent Parcel No. 14-00-026-000-006

LEGAL DESCRIPTION FOR PPN 15300 STATE ROUTE 58, OBERLIN, OHIO 44074:

Situated in the Township of Pittsfield, County of Lorain and State of Ohio:

And known as being part of Original Pittsfield Township Lot No. 26, and bounded and described as follows:

Beginning at the Southeast corner of said Original Lot No. 26;

Thence Northerly along the Easterly line of said Original Lot No. 26, a distance of 150 feet to a point;

Thence Westerly on a line parallel to the South line of said Original Lot No. 26, a distance of 375 feet to a point;

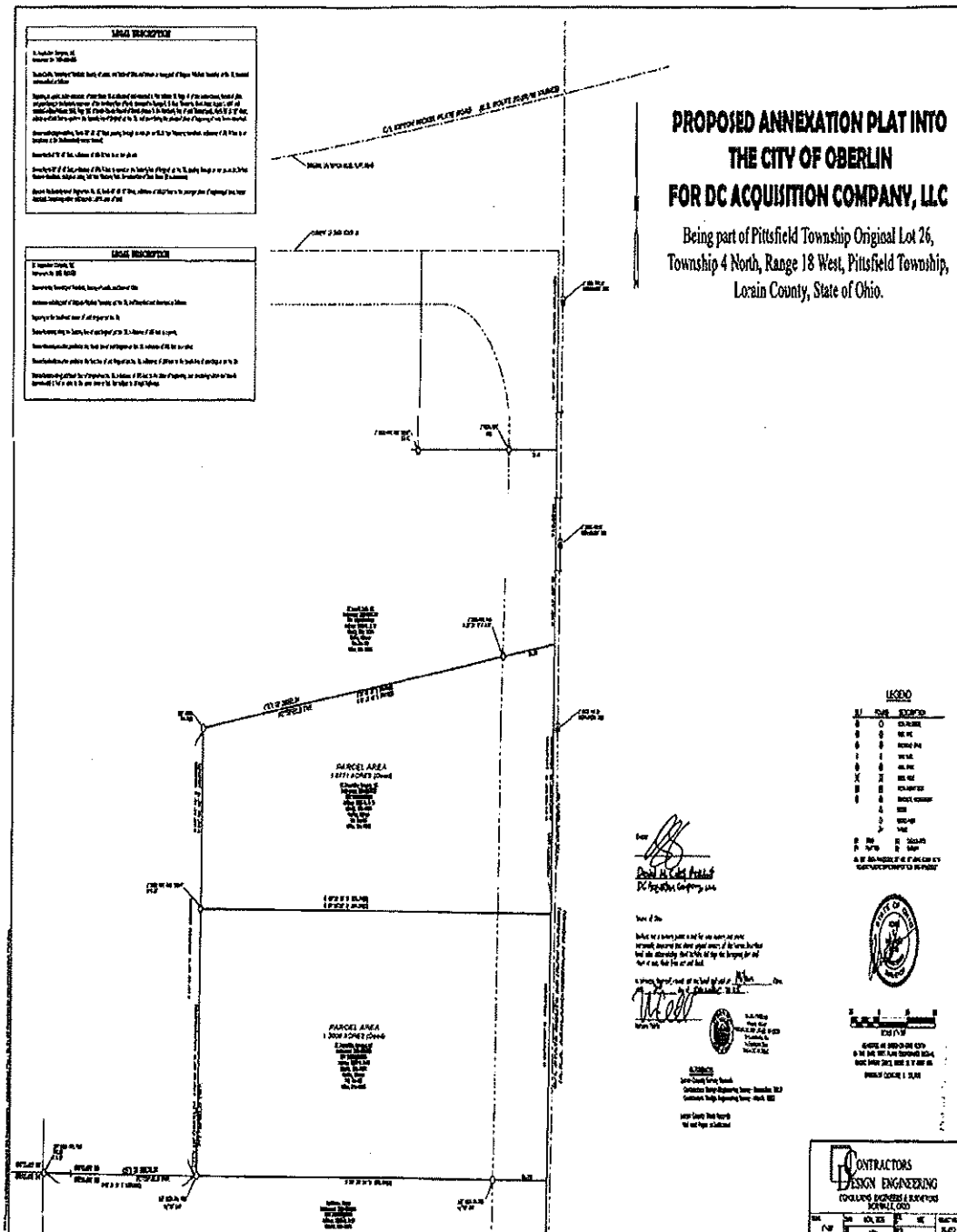
Thence Southerly on a line parallel to the East line of said Original Lot No. 26, a distance of 150 feet to the South line of said Original Lot No. 26;

Thence Easterly along said South line of Original Lot No. 26, a distance of 375 feet to the place of beginning, and containing within said bounds approximately 1.3 acres, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 14-00-026-000-005

And;

WHEREAS, Exhibit B is the map; and



And;

WHEREAS, Letters were issued to Ken Carney, Lorain County Engineer and Auditor Craig Snodgrass, asking for review and accuracy of the Petition and Map. (There is no requirement to send these documents to the Auditor or Engineer, but did so as information status); and

WHEREAS, December 16, 2025 Lorain County Engineer issued a letter stating "Engineer has reviewed the legal descriptions describing parcels 1400026000006 and 1400026000006 being petitioned for annexation from Pittsfield Township to the City of Oberlin. It is the opinion of this office that the legal descriptions correctly describe the parcels to be annexed"; and

WHEREAS, this petition was submitted as an Expedited 1 and Oberlin City Council adopted Ordinance No. 06-71 AC CMS effective October 19, 2006 approving an annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio and the City of Oberlin, Ohio agreement is as follows:

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into this 9th day of November, 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. 06-71 AC CMS and Township Resolution No. 06-122 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 this 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

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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.

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- 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 B 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

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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 B 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 B 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

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reconstituted for the remainder of its term.¹ 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

¹ The term of the 1991 Annexation Agreement shall lapse once this Agreement is signed by the parties. If it is reconstituted, the time remaining on the 1991 Annexation Agreement shall be counted as of the date it lapsed.

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

\$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 Revenues. 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/arson services, 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

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 initiating 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

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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.

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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:

Print Name: DANIEL J. GARDNER

CITY OF OBERLIN

Its: City Manager

Signed in the presence of:

Print Name: DAN SHINSKY

THE TOWNSHIP OF PITTSFIELD

By: Mark M. ConnellTrustee Mark M. ConnellPrint Name: DAN SHINSKYBy: Steve L. MaguireTrustee Steve L. MaguirePrint Name: DAN SHINSKYBy: Mark ConnellTrustee MARK CONNELL

Approved as to legal form:

By: Eric R. Sevora
Oberlin Law DirectorBy: Daniel L. Shepperson
Counsel for Pittsfield Township
Robert L. Anderson

1162177.1.104005.0001

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And;

WHEREAS, an 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.

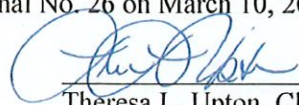
1. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
2. The Petition contains an accurate map or plat of the territory proposed to be annexed.
3. The Petition contains the name of the person acting as statutory agent for the petitioners.
4. 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 be excluded from the Township upon the City's confirming the boundaries once the annexation is complete
- 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 Gallagher, seconded by Riddell to adopt. Upon roll call the vote taken thereon, resulted as: Ayes: Gallagher, Riddell & Moore/ Nays: None
Motion carried.

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution 26-149 is a true copy as it appears in Journal No. 26 on March 10, 2026.


Theresa L. Upton, Clerk