

ORDINANCE NO. 2-21


AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE FISCAL OFFICER TO ENTER INTO AN AGREEMENT BETWEEN THE VILLAGE OF SPENCER AND THE TOWNSHIP OF SPENCER CONCERNING TAXATION ISSUES INVOLVING THREE PARCELS OF PROPERTY AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer,
Ohio, three-fourths (3/4) of its members concurring herein as follows:


1. That the Mayor and the Village Fiscal Officer are hereby authorized and directed to enter into an agreement concerning taxation issues on Permanent Parcel Nos. 036-8A-30-006, 036-08A-30-002, and 037-27A-01-001 between the Village of Spencer and the Township of Spencer, the terms of which are set forth in the written agreement attached hereto and incorporated herein as "Exhibit A";

2. That this Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village and for the particular reason that it is immediately necessary to enter into an agreement concerning taxation issues on these parcels, and that this Ordinance shall be in full force and effect from and after its passage.

PASSED: January 13, 2021


DAN DeROSSETT, Mayor

Attest:


SHERI RAMEY, Village Fiscal Officer

**AGREEMENT BETWEEN THE VILLAGE OF SPENCER
AND THE TOWNSHIP OF SPENCER CONCERNING TAXATION
ISSUES INVOLVING THREE PARCELS OF PROPERTY**

This Agreement is made by and between the Village of Spencer (hereinafter "Village"), having a mailing address of P.O. Box 336, Spencer, Ohio 44275, and the Township of Spencer (hereinafter "Township"), having a mailing address of 112 North Main Street, Spencer, Ohio 44275.

WHEREAS, the Village and the Township desire to enter into agreement with respect to allocation of certain tax revenues concerning three parcels of land hereinafter described with respect to development of the Property (hereinafter "Property") as described herein for the mutual benefit of both parties; and

WHEREAS, the legislative authorities of the Village and the Township have each authorized the execution of this Agreement through the adoption of Spencer Village Ordinance No. 2-21 and Spencer Township Resolution _____, respectively.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Village and Township agree and bind themselves, their agents, employees, and successors as follows:

SECTION 1: THE PROPERTY

The property to be covered by this Agreement shall consist of 47.9887 acres of land known as Permanent Parcel No. 036-08A-30-006, 8.2908 acres of land known as Permanent Parcel No. 036-08A-30-002, and 11.3023 acres of land known as Permanent Parcel No. 037-27A-01-001, more fully described in "Exhibit A" attached hereto and incorporated herein.

SECTION 2. ALLOCATION OF TAX REVENUES

A. During the term of this Agreement, the Village will receive real, public utility, and tangible personal property taxes from the aforescribed Property. All such taxes shall be paid directly to the Village and shall be collected at the effective Village taxing rate at the time of the collection.

B. The Village may collect income tax from persons and/or entities located, residing, and/or working on the Property. Upon the levying of an income tax by the Village, the real property tax revenues shall revert back to the Township. In the event that an income tax is levied, said income tax, user fees, and assessments shall be collected at the Village rates in effect at the time of collection. Notwithstanding the foregoing, all residents and parcels within the Property shall be subject to and required to pay the Village's user fee or collection fee for sanitation/trash services.

C. The Village and Township shall equally share in any estate taxes received in connection with the Property.



D. The parties agree that shared new taxes and/or new modifications of existing taxes other than the income tax be authorized by the State of Ohio, the parties will use their best efforts to cooperate to allocate any such changes in a manner beneficial to both parties.

SECTION 3. TERM OF THE AGREEMENT

This Agreement shall extend for an initial period of fifty (50) years from its effective date, and shall automatically renew for one additional term of fifty (50) years unless either party, by official legislative action, provides written notice to the other party of its intent to terminate this Agreement at least one (1) year prior to the expiration of the initial term.

SECTION 4. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the Township and Village and their respective successors. The Township and Village agree to cooperate with each other and to use their best efforts to do all things necessary to affect the purpose of this Agreement. Toward that end, each party shall officially designate one person to serve as liaison for purposes of advancing the purpose and intent of this Agreement.

SECTION 5. TERMINATION

This Agreement may be terminated at any time by mutual consent of the Township and Village 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, parcels which have been annexed by the Village shall remain in the Village. The parties agree to cooperate with one another, without limitation, in the execution of additional documents to effectuate the intent of this provision.

SECTION 6. DISPUTES, DEFAULTS, AND REMEDIES

A. In the event the parties have a dispute as to any of the terms of applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process at the earliest possible date and with the least amount of expense and inconvenience to the parties.

B. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The non-defaulting party shall give written notice to the defaulting party setting forth the nature of the alleged default. The defaulting party shall have ninety (90) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within said ninety (90) day period, to commence to cure and thereafter diligently prosecute such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may sue for specific performance under the terms of this Agreement.

C. If a dispute or default cannot be acceptably resolved through mediation, nothing herein shall be construed to limit or preclude the parties from instituting appropriate action at law or in equity to enjoin, restrain, compel, correct, abate, or otherwise cure the dispute or default.

SECTION 7. AMENDMENTS

This Agreement may be amended by the Township and Village by the execution of a written addendum hereto provided that such amendment has been adopted by the legislative authorities of both parties by appropriate legislation, and further providing that for such amendment to be effective, the legislative actions of the parties approving such amendment must occur and be effective within a period of ninety (90) days of each other.

SECTION 8. GOVERNING LAW

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

SECTION 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and may be modified or amended as provided herein. All prior agreements or understandings between the parties, either oral or written, are superseded by this Agreement.

SECTION 10. SEVERABILITY

In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable for any reason, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

IN WITNESS WHEREOF, the Village and Township have caused this Agreement to be duly executed by their duly authorized officers as of the _____ day of _____, 20____.

VILLAGE OF SPENCER

By: _____
DAN DeROSSETT, Mayor

TOWNSHIP OF SPENCER

By: _____
TRUSTEE

By: _____
TRUSTEE

By: _____
TRUSTEE

Approved as to form:

By: _____, Solicitor for the Village of Spencer, Ohio
GREGORY A. HUBER

By: _____, Legal Counsel, Township of Spencer
TOM J. KARRIS

SNEZEK & ASSOCCOATES, L.L.C.

PROFESSIONAL SURVEYOR

3496 Colletta Lane
Cleveland, Ohio 44111

(216)671-4902
Fax (216)941-2431

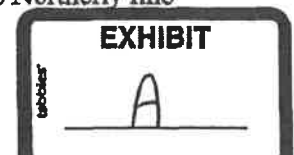
TERNES PARCEL "ONE"
LEGAL DESCRIPTION
47.9887 ACRES

Situated in the Township of Spencer, County of Medina and the State of Ohio and being part of Original Spencer Township Lot 4, Section 14 and also being part of those lands deeded to Carl D. Ternes in O.R. Volume 437, Page 825 of Medina County Recorder's records on June 8, 1988 and being further bound and described as follows:

Commencing at a 1" iron pin in a monument box found in the Southeast corner of said Lot 4, Section 14, which is also on the centerline of S.H. #643, (width varies), also known as Spencer Road and State Route 301. Thence North 02°00'11" East, along the Easterly line of said Lot 4, a distance of 450.20 feet to a magnetic nail set and the Northeasterly corner of lands deeded to the State of Ohio in deed document #2001OR012205 of Medina County Recorder's records on April 17, 2001. Said point also being the PRINCIPAL PLACE OF BEGINNING of lands herein described. Said point also being 1.00 feet Easterly, along the Northerly line of said lands deeded to the State of Ohio, from the centerline of said Spencer Road, S.H. #643;

- Course 1 - Thence North 88°04'00" West, along the Northerly line of said lands deeded to the State of Ohio, a distance of 31.00 feet to a point on the Northwesterly corner of said lands deeded to the State of Ohio and witnessed by a 5/8" iron pin found bent 0.59 feet, South 09°18'59" West therefrom;
- Course 2 - Thence South 06°16'19" West, along the Westerly line of said lands deeded to the State of Ohio, a distance of 249.66 feet to a point in the Spencer Village Corporation line and on the Northerly line of Spencer Village Lot 141 and the Northerly line of lands deeded to Thomas W. and Jean L. Lee in O.R. Volume 469, Page 592 of Medina County Recorder's records on December 20, 1988 witnessed by a 5/8" iron pin with identification cap marked "O.D.O.T. Dist.3" found 0.63 feet, South 61°50'47" East therefrom;
- Course 3 - Thence North 88°08'37" West, along said Spencer Village Corporation line, the Northerly line of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 281.82 feet to a 5/8" iron pin with identification cap marked "T.M. Snezek, S-7051" set in the Northwesterly corner of said Spencer Village Lot 141 and of said lands deeded to Lee;
- Course 4 - Thence South 01°36'16" West, along the Westerly line of said Spencer Village Corporation line, of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 202.19 feet to a point on the Southerly line of said Lot 4, Section 14 to an angle point in said corporation line of the Village of Spencer and the Northerly line of Spencer Village Out Lot 4, Lot 4, Section 13 therein;

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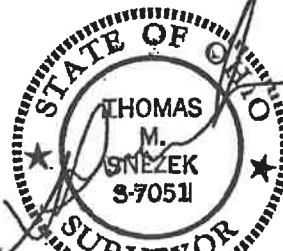
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- Course 5 - Thence North 88°17'43" West, along said Southerly line of Lot 4, Section 14 and the Northerly corporation line of said Spencer Village and of said Out Lot 4, Lot 4, Section 13 and along the Northerly line of Spencer Township Lot 6, Section 13, a distance of 1562.37 feet to a point on the intersection with the Northeasterly line of the Wheeling and Lake Erie Railroad;
- Course 6 - Thence North 52°38'38" West, along said Northeasterly line of the Wheeling and Lake Erie Railroad, a distance of 933.83 feet to a 5/8" iron pin with identification cap marked "T.M. Snezek, S-7051" set on the Westerly line of said Lot 4, Section 14 and the Easterly line of lands deeded to Gene T. and Sharon M. Henderson in Document #2006OR013978 of Medina County Recorder's records on May 8, 2006;
- Course 7 - Thence North 00°48'26" East, along said Westerly line of Lot 4, Section 14 and the Easterly line of said lands deeded to Henderson, a distance of 349.29 feet to a 5/8" iron pin found and used. Said point also being the Southwesterly corner of lands deeded to Russell J. Hendricks in O.R. Volume 414, Page 830 of Medina County Recorder's records on December 16, 1987;
- Course 8 - Thence South 88°19'22" East, along the Southerly line of said lands deeded to Hendricks and the Southerly line of lands deeded to James A. and Laura L. Braddock in O.R. Volume 1286 Page 339 of Medina County Recorder's records on June 24, 1997, a distance of 2661.30 feet to a magnetic nail set in said S.H. #643, Spencer Road and being in the Easterly line of said Lot 4, Section 14 and the Southeasterly corner of said lands deeded to Braddock. Said line also passing through a point on the Westerly right-of-way of said S.H. #643, Spencer Road, witnessed by a 5/8" iron pin with identification cap marked "Boreman-6855" found 0.25 feet, North 89°19'22" West therefrom;
- Course 9 - Thence South 02°00'11" West, along said Easterly line of said Lot 4, Section 14 in S.H. #643, Spencer Road, a distance of 444.62 feet to a point and the PRINCIPAL PLACE OF BEGINNING of lands herein described.

Containing within said bounds 47.9887 acres of land be the same more or less but subject to all legal highways and easements of record. Surveyed in September of 2006 by Thomas M. Snezek, registered Ohio Surveyor No. 7051.

Basis of bearing is as established by ODOT, District 3, (MED-301-8.30 R/W Plans), as North 02°00'11" East assigned to the Easterly line of Lot 4 in Spencer Township Section 14.

036-08A-30-006



Project #0617
L.M.R. Development Co.
Parcel "ONE" 10/12/06
Revised 10/19/06

2166.11

SNEZEK & ASSOCCOATES, L.L.C.

PROFESSIONAL SURVEYOR

3496 Colletta Lane
Cleveland, Ohio 44111

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TERNES PARCEL "TWO"
LEGAL DESCRIPTION
8.2908 ACRES

Situated in the Township of Spencer, County of Medina and the State of Ohio and being part of Original Spencer Township Lot 6, Section 13 and also being part of those lands deeded to Carl D. Ternes in O.R. Volume 437, Page 825 of Medina County Recorder's records on June 8, 1988 and being further bound and described as follows:

Commencing at a 1" iron pin in a monument box found in the Southeast corner of Original Spencer Township Lot 4, Section 14, which is also on the centerline of S.H. #643, (width varies), also known as Spencer Road and State Route 301. Thence North 02°00'11" East, along the Easterly line of said Lot 4, a distance of 450.20 feet to a magnetic nail set and the Northeasterly corner of lands deeded to the State of Ohio in deed document #2001OR012205 of Medina County Recorder's deed records on April 17, 2001. Thence North 88°04'00" West, along the Northerly line of said lands deeded to the State of Ohio, a distance of 31.00 feet to a point on the Northwestern corner of said lands deeded to the State of Ohio and witnessed by a 5/8" iron pin found bent 0.59 feet, South 09°18'59" West therefrom. Thence South 06°16'19" West, along the Westerly line of said lands deeded to the State of Ohio, a distance of 249.66 feet to a point in the Spencer Village Corporation line and on the Northerly line of Spencer Village Lot 141 and the Northerly line of lands deeded to Thomas W. and Jean L. Lee in O.R. Volume 469, Page 592 of Medina County Recorder's records on December 20, 1988 witnessed by a 5/8" iron pin with identification cap marked "O.D.O.T. Dist.3" found 0.63 feet, South 61°50'47" East therefrom. Thence North 88°08'37" West, along said Spencer Village Corporation line, the Northerly line of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 281.82 feet to a 5/8" iron pin with identification cap marked "T.M. Snezek, S-7051" set in the Northwestern corner of said Spencer Village Lot 141 and of said lands deeded to Lee. Thence South 01°36'16" West, along the Westerly line of said Spencer Village Corporation line, of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 202.19 feet to a point on the Southerly line of said Lot 4, Section 14, to an angle point in said corporation line of the Village of Spencer and the Northerly line of Spencer Village Out Lot 4, Lot 4, Section 13 therein. Thence North 88°17'43" West, along said Southerly line of Lot 4, Section 14, and the Northerly corporation line of said Spencer Village and of Out Lot 4, Lot 4, Section 13, a distance of 559.51 feet to the Northeasterly corner of said Spencer Township Lot 6, Section 13 and the Northwestern corner of said Out Lot 4. Said point also being the PRINCIPAL PLACE OF BEGINNING of lands herein described;

Course 1 - Thence South 01°36'16" West, along the Easterly line of said Lot 6, Section 13 and the Westerly corporation line of the Village of Spencer and of said Out Lot 4, a distance of 720.24 feet to a 5/8" iron pin with identification cap marked "T.M. Snezek-S-7051" set on the Northeasterly line of the Wheeling and Lake Erie Railroad;

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Course 2 - Thence North $52^{\circ}38'38''$ West, along said Northeasterly line of the Wheeling and Lake Erie Railroad, a distance of 1235.71 feet to a point on the Northerly line of said Lot 6, Section 13;

Course 3 - Thence South $88^{\circ}17'43''$ East, along said Northerly line of Lot 6, Section 13, a distance of 1002.85 feet to a point and the PRINCIPAL PLACE OF BEGINNING of lands herein described.

Containing within said bounds 8.2908 acres of land be the same more or less but subject to all legal highways and easements of record. Surveyed in September of 2006 by Thomas M. Snezek, registered Ohio Surveyor No. 7051.

Basis of bearing is as established by ODOT, District 3, (MED-301-8.30 R/W Plans), as North $02^{\circ}00'11''$ East assigned to the Easterly line of Lot 4 in Spencer Township Section 14.

036-08A-30-002



Project #0617
L.M.R. Development Co.
Parcel "TWO" 10/12/06
Revised 10/19/06

7166.13

33605.6

SNEZEK & ASSOCCOATES, L.L.C.

PROFESSIONAL SURVEYOR

3496 Colletta Lane
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(216)671-4902
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TERNES PARCEL "THREE"

LEGAL DESCRIPTION

11.3023 ACRES

Situated in the Village of Spencer, County of Medina and the State of Ohio and being part of Outlot 4 in Section 13, Lot 4 of said Village and also being part of those lands deeded to Carl D. Ternes in O.R. Volume 437, Page 825 of Medina County Recorder's records on June 8, 1988 and being further bound and described as follows:

Commencing at a 1" iron pin in a monument box found in the Southeast corner of Original Spencer Township Lot 4, Section 14, which is also on the centerline of S.H. #643, (width varies), also known as Spencer Road and State Route 301. Thence North $02^{\circ}00'11''$ East, along the Easterly line of said Lot 4, a distance of 450.20 feet to a magnetic nail set and the Northeasterly corner of lands deeded to the State of Ohio in deed document #2001OR012205 of Medina County Recorder's deed records on April 17, 2001. Thence North $88^{\circ}04'00''$ West, along the Northerly line of said lands deeded to the State of Ohio, a distance of 31.00 feet to a point on the Northwestern corner of said lands deeded to the State of Ohio and witnessed by a $5/8''$ iron pin found bent 0.59 feet, South $09^{\circ}18'59''$ West therefrom. Thence South $06^{\circ}16'19''$ West, along the Westerly line of said lands deeded to the State of Ohio, a distance of 249.66 feet to a point in the Spencer Village Corporation line and on the Northerly line of Spencer Village Lot 141 and the Northerly line of lands deeded to Thomas W. and Jean L. Lee in O.R. Volume 469, Page 592 of Medina County Recorder's records on December 20, 1988 witnessed by a $5/8''$ iron pin with identification cap marked "O.D.O.T. Dist.3" found 0.63 feet, South $61^{\circ}50'47''$ East therefrom. Thence North $88^{\circ}08'37''$ West, along said Spencer Village Corporation line, the Northerly line of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 281.82 feet to a $5/8''$ iron pin with identification cap marked "T.M. Snezek, S-7051" set in the Northwestern corner of said Spencer Village Lot 141 and of said lands deeded to Lee. Thence South $01^{\circ}36'16''$ West, along the Westerly line of said Spencer Village Corporation line, of said Spencer Village Lot 141 and of said lands deeded to Lee, a distance of 202.19 feet to a point on the Southerly line of said Lot 4, Section 14, to an angle point in said corporation line of the Village of Spencer and the Northerly line of Spencer Village Out Lot 4, Lot 4, Section 13 therein. Said point also being the PRINCIPAL PLACE OF BEGINNING of lands herein described;

- Course 1 - Thence, continuing South $01^{\circ}36'16''$ West, a distance of 851.29 feet to the Southwesterly corner of lands deeded to Peter L. May in O.R. Volume 624, Page 567 of Medina County Recorder's records on July 3, 1991. Said point witnessed by a $5/8''$ iron pin found 0.91 feet, South $11^{\circ}04'42''$ East therefrom;
- Course 2 - Thence South $88^{\circ}08'37''$ East, along the Southerly line of said lands deeded to May, a distance of 70.00 feet to a $5/8''$ iron pin with identification cap marked "T.M.Snezek-S-7051" set on the Northwestern corner of lands deeded to Rhonda R. and Everett L. Riffle in O.R. Volume 314, Page 241 of Medina County Recorder's records on July 10, 1986;

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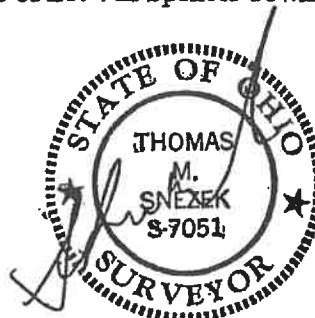
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- Course 3 - Thence South $01^{\circ}36'16''$ West, along the Westerly line of said lands deeded to Riffle, a distance of 66.00 feet to a $5/8''$ iron pin with identification cap marked "T.M.Snezek-S-7051" set on the Northerly line of lands deeded to Edward T. Charlton in Doc.#2005OR019160 of Medina County Recorder's records on June 14, 2005;
- Course 4 - Thence North $88^{\circ}08'37''$ West, along the Northerly line of said lands deeded to Charlton, a distance of 165.60 feet to a $5/8''$ iron pin with identification cap marked "P.S.-6688" found and used. Said point also being the Northwestern corner of said lands deeded to Charlton;
- Course 5 - Thence South $21^{\circ}56'27''$ West, along the Westerly line of said lands deeded to Charlton and the Westerly line of lands deeded to D.D.T. Properties, Ltd. in Document #1998OR022568 of Medina County Recorder's records on November 23, 1998, a distance of 95.69 feet to a $5/8''$ iron pin with identification cap marked "T.M.Snezek-S-7051" set on the Northeasterly line of the Wheeling and Lake Erie Railroad;
- Course 6 - Thence North $52^{\circ}59'37''$ West, along said Northeasterly line of the Wheeling and Lake Erie Railroad, a distance of 528.35 feet to a $5/8''$ iron pin with identification cap marked "T.M.Snezek-S-7051" set on the Westerly line of said Out Lot 4, Lot 4, Section 13 and the Westerly corporation line of the Village of Spencer;
- Course 7 - Thence North $01^{\circ}36'16''$ East, along said Westerly line of Out Lot 4, Lot 4, Section 13 and the Westerly line of the Village of Spencer, a distance of 701.84 feet to the Northwestern corner of said Out Lot 4, Lot 4, Section 13 and to an angle point in the corporation line of the Village of Spencer;
- Course 8 - Thence South $88^{\circ}17'43''$ East, along the Northerly line of said Out Lot 4, Lot 4, Section 13 and the corporation line of the Village of Spencer and along the Southerly line of Spencer Township Lot 4, Section 14, a distance of 559.51 feet to a point and the PRINCIPAL PLACE OF BEGINNING of lands herein described.

Containing within said bounds 11.3023 acres of land be the same more or less but subject to all legal highways and easements of record. Surveyed in September of 2006 by Thomas M. Snezek, registered Ohio Surveyor No. 7051.

Basis of bearing is as established by ODOT, District 3, (MED-301-8.30 R/W Plans), as North $02^{\circ}00'11''$ East assigned to the Easterly line of Lot 4 in Spencer Township Section 14.

037-27A-01-001



Project #0617
L.M.R. Development Co.
Parcel "THREE" 10/13/06
Revised 10/19/06

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