

RESOLUTION NO. 40-2025

**A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF PERRY
TO ENTER INTO AN ANNEXATION AGREEMENT WITH
THE TOWNSHIP OF PERRY, LAKE COUNTY, OHIO
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Perry and the Township of Perry are contiguous and overlapping political subdivisions located entirely within Lake County, Ohio; and

WHEREAS, the Council of the Village acknowledges that the Village and Township are uniquely different, they nevertheless share a distinct commonality that binds each to the other and creates a Perry Community; and

WHEREAS, a certain developer has expressed a desire to pursue annexation of approximately 50.291 acres of property located in Perry Township contiguous to the Village of Perry, as more specifically identified in Exhibit A and Exhibit B hereto and (“Description of an Annexation of 50.291 Acres to the Village of Perry from Perry Township” and “Annexation Plat”, respectively); and

WHEREAS, the annexation of the Annexation Territory will, if successful, facilitate its orderly development to the mutual benefit of all parties; and

WHEREAS, the Annexation Territory will be annexed using the “Expedited Type 1” process pursuant to Ohio Revised Code Sections 709.022, which provides that the legislative authorities of the Village and Township may enter into an annexation agreement under R.C. 709.192 outlining conditions for annexation upon consent of all property owners; and

WHEREAS, the annexation agreement between the Village and Perry Township is attached hereto as Exhibit C;

WHEREAS, Council finds that providing for and authorizing the approval of an Annexation Agreement by and between the Village and the Township is in the best interests of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, STATE OF OHIO:

Section 1. That the Mayor of the Village of Perry, Lake County, Ohio, is hereby authorized and directed to enter into an Annexation Agreement with the Township of Perry, Lake County, Ohio (a copy of said Agreement being attached hereto as Exhibit C and made a part hereof).

Section 2. That all Resolutions, or parts thereof, in conflict with the provisions of this Resolution are hereby repealed.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including §121.22 of the Ohio Revised Code.

Section 4. That this Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.



JAMES GESSIC, MAYOR

ADOPTED: August 14, 2025

ATTEST: 

JOHN H. ROSKOS, FISCAL OFFICER

FIRST READING 6/12/25
SECOND READING 6/26/25
THIRD READING 8/14/25

Tabled on 7/31/25 by Jean Schonauer
and Ashley Hacking
Motion to reconsider by Jean Schonauer
and Ashley Hacking on 8/14/25.

**DESCRIPTION OF AN ANNEXATION OF 50.291 ACRES
TO THE VILLAGE OF PERRY FROM PERRY TOWNSHIP**

Situated in the State of Ohio, County of Lake, Township of Perry, Original Lots 76 and 77, Township 11 North, Range 7 West, Connecticut Western Reserve, being all of a 31.202 acre tract of land described in deed to Perry Joint Economic Development District of record in Official Record 2025R014685 (PPN 03-A-037-0-00-024-0), being all of a 19.0838 acre tract of land (Parcel No. 1) described in deed to Perry Township Board of Trustees of record in Official Record 2000R036973 (PPN 03-A-037-0-00-019-0), all references being of record in the Recorder's Office, Lake County, Ohio, and being more particularly described as follows:

COMMENCING at the intersection of the centerline of North Ridge Road (U.S. Route 20 ~ R/W width varies) and the centerline of Middle Ridge Road (County Road 22 ~ 55' R/W width), and being at the most northerly corner of a 30.505 acre tract of land described in deed to Perry Joint Economic Development District of record in Official Record 2025R014685 (PPN 03-A-037-0-00-023-0);

Thence **South 65°25'54" West**, a distance of **672.59 feet** with the centerline of said North Ridge Road and with the northwest line of said 30.505 acre tract, to the northeast corner of said 31.202 acre tract, being at the northwest corner of said 30.505 acre tract, and being the **POINT OF BEGINNING** of the tract to be described;

Thence **South 01°07'49" East**, a distance of **1294.67 feet** with the east line of said 31.202 acre tract and with the west line of said 30.505 acre tract, to the southwest corner of said 30.505 acre tract and being at the northwest corner of said 19.0838 acre tract;

Thence **North 89°23'26" East**, a distance of **903.89 feet** with the north line of said 19.0838 acre tract and with the south line of said 30.505 acre tract, to the southeast corner of said 30.505 acre tract, being at the northeast corner of said 19.0838 acre tract, and being on the west line of a 19.439 acre tract of land described in deed to Perry Township Board of Trustees of record in Volume 851, Page 610 (PPN 03-A-037-0-00-004-0);

Thence **South 01°08'05" East**, a distance of **919.60 feet** with the east line of said 19.0828 acre tract and with the west line of said 19.439 acre tract, to the southwest corner of said 19.439 acre tract, being at the southeast corner of said 19.0838 acre tract, being on the north line a 5.9211 acre tract of land (Parcel No. 2) described in deed to Perry Township Board of Trustees of record in Official Record 2000R036973 (PPN 04-A-036-0-00-040-0), being on the common line of Original Lots 76 and 66, and being on the north corporation line of the Village of Perry and the south line of said Perry Township;

Thence **South 89°20'50" West**, a distance of **903.95 feet** with the south line of said 19.0838 acre tract, with the north line of said 5.9211 acre tract, with the common line of Original Lots 76 and 66, and with the north corporation line of the Village of Perry and the south line of said Perry Township, to the northwest corner of said 5.9211 acre tract, being at the southwest corner of said 19.0838 acre tract, being at the southeast corner of said 31.202 acre tract, and being at a northeast corner of a 163.5334 acre tract of land described in deed to Perry Village, Ohio of record in Official Record 2025R007018 (PPN 04-A-036-0-00-042-0);

Thence **South 89°19'56" West**, a distance of **782.80 feet** with the south line of said 31.202 acre tract, with the north line of said 163.5334 acre tract, with the north corporation line of the Village of Perry and the south line of said Perry Township, with the common line of Original Lots 76 and 66, and with the common line of Original Lots 77 and 67, to the southwest corner of said 31.202 acre tract and being at the southeast corner of a 16.1981 acre tract of land described in deed to Frank D. Square and Cynthia A. Square of record in Volume 1081, Page 26 (PPN 03-A-029-0-00-006-0);

Thence **North 01°09'17" West**, a distance of **1418.93 feet** with the west line of said 31.202 acre tract and with the east line of said 16.1981 acre tract, to a northwest corner of said 31.202 acre tract and being at the southwest corner of a 5.512 acre tract of land described in deed to Perry Joint Economic Development District of record in Official Record 2025R014685 (PPN 03-A-037-0-00-022-0);

Thence **North 65°25'54" East**, a distance of **581.35 feet** with a northwest line of said 31.202 acre tract and with the southeast line of said 5.512 acre tract, to the southeast corner of said 5.512 acre tract;

Thence **North 01°07'49" West** a distance of **450.08 feet** with a west line of said 31.202 acre tract and with the east line of said 5.512 acre tract, to the centerline of said North Ridge Road, being at the northeast corner of said 5.512 acre tract and being at a northwest corner of said 31.202 acre tract;

Thence **North 65°25'54" East**, a distance of **272.48 feet** with the centerline of said North Ridge Road and with the northwest line of said 31.202 acre tract, to the **POINT OF BEGINNING** containing **50.291 acres**, there being 31.202 acres out of said 31.202 acre tract and Parcel Number 03-A-037-0-00-024-0, being 19.089 acres out of said 19.0838 acre tract and Parcel Number 03-A-037-0-00-019-0, and being 0.250 acres in the right-of-way of said North Ridge Road.

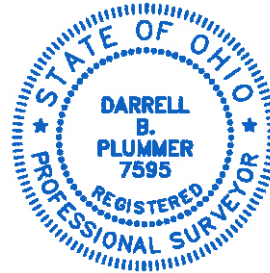
The above description is based on deeds of record and available existing surveys; the aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for annexation purposes only.

Area to be annexed shall be an Expedited Type I Annexation, with 1,686.75 feet contiguity with the existing corporation line of the Village of Perry, having a total perimeter of 7,527.74 feet that contains 22.41% contiguity with the existing corporation line of the Village of Perry.

No island of unincorporated area is being created by this annexation.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

 8/08/2025
Darrell B. Plummer, P.S. Date
Professional Surveyor No. 7595



“Exhibit C”

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made by and between the **PERRY TOWNSHIP BOARD OF TRUSTEES**, the legislative authority of and for Perry Township, Lake County, Ohio (“Township”); and the **VILLAGE OF PERRY, OHIO**, the legislative authority of and for the Village of Perry, Lake County, Ohio (“Village”); effective as of the date it becomes fully executed below (“Effective Date”), pursuant to Ohio Revised Code Section 709.192.

WHEREAS, the Township and Village are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Lake County, Ohio; and

WHEREAS, the Township and Village have (each a “party” or together the “parties”) cooperated in numerous matters in the past, including but not limited to cooperation in the development and provision of services to citizens and properties within the Township and the Village in order to foster and promote harmony and development within each of the parties’ respective jurisdictional areas; and

WHEREAS, two certain landowners have expressed a desire to pursue annexation of approximately 52 acres of property located in the Township contiguous to the Village, as more specifically identified in Exhibit A hereto (“Description of an Annexation of 50.291 Acres to the Village of Perry from Perry Township ”); and

WHEREAS, the annexation of the Annexation Parcels will, if successful, facilitate its orderly development of a data center, to the mutual benefit of both parties; and

WHEREAS, the Annexation Parcel is further depicted on the map labeled “Annexation Plat” attached and incorporated as Exhibit B, provided that in the event there is any discrepancy between Exhibits A and B, the specific tax parcel reference in Exhibit A shall prevail; and

WHEREAS, the Village of Perry met August 14, 2025, and adopted Resolution No. 40-2025 approving the terms of this Agreement, and authorizing the Village Mayor to execute this Agreement on behalf of the Village; and

WHEREAS, the Township Trustees met _____, 2025 and passed Resolution No. _____, approving the terms of this Agreement.

NOW, THEREFORE, concerning the annexation of the approximately 52 acres known as the Annexation Parcels, the Township and Village agree as follows:

ARTICLE I ANNEXATION AND LIMITATIONS

Section 1.1: Designation of the Annexation Parcels. This Agreement shall apply only to the annexation of the Annexation Parcels described in Exhibit A hereto. The perimeter boundary of the Annexation Parcels identified on Exhibit B is for reference purposes only.

Section 1.2: Annexation of Annexation Parcels. The Township, the Village and the undersigned property owners agree and consent to the annexation of the Annexation Parcels to the Village in accordance with the terms of this Agreement.

A. Procedure: The petitioners for the annexation of the Annexation Parcels to the Village shall file the annexation petition pursuant to and shall comply with the provisions of the 'Type 1' expedited annexation procedure as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.

B. Scope of Petition: The agent for the annexation petitioner(s) shall process the annexation of the Annexation Parcels under one annexation petition which includes the entirety of the Annexation Parcels.

C. Cooperative Efforts: Upon the filing of any petition for the annexation of the Annexation Parcels to the Village in accordance with the terms of this Agreement, the Township and the Village shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Lake County, Ohio Board of Commissioners.

D. De-Annexation: if the Annexation Parcels are not developed, or in the process of being developed, into a data center by December 31, 2027, the Village and Township will have the option to cooperate in de-annexation/detachment process to have all or a portion of the Annexation Parcels detached from the Village.

ARTICLE II ZONING, UTILITIES, AND SERVICES

Section 2.1: Village Responsibilities. With the exception of the services set forth in Section 2.3 below, upon completion of the annexation, as between the Township and the Village, the Village shall be solely responsible for all zoning, land use and building matters, including without limitation, land use, plan review, inspections, permitting, law enforcement, utilities, income tax collection and other municipal services for the Annexation Parcels as routinely provided by the Village. Land use and building matters" as used herein shall also include, but not be limited to, zoning, site plan approval, landscape plan approval, development standards, plan check review, permitting, civil engineering plan review, inspections, issuance of certificates of use or occupancy, storm water management, transportation, environmental and historic matters and any other rules, ordinances, regulations and enforcement pertaining to the development, construction, use and operation of any project on the Annexed Parcels. The Township shall have no further right, duty, or obligation with respect to any such matters as they pertain to the Annexation Parcels.

Section 2.2: Township Responsibilities. The Village shall not exclude the Township from any portion of the Annexation Parcel by initiating a change to the Township boundaries under Ohio Revised Code Section 503.07, so that the Annexation Parcels remain subject to the Township's real property taxes, with the sole exception of the Township's road and bridge millage which may only be levied in the unincorporated portion of the Township.

Section 2.3: Fire and EMS. The parties currently are both served by the Perry Joint Fire District. From and after the Effective Date of this Agreement the Annexation Parcels shall continue to be so served.

Section 2.4: Zoning. Upon the acceptance by Village Council of the annexation, per Section 730 of the Village's Zoning Code, Village Council shall designate the zoning classification of the Annexation Parcels as Overlay 1 District. A recommendation of appropriate zoning from Planning Commission will not be necessary.

Section 2.4: Limitations. Nothing in this Agreement shall be construed as obligating either party to provide a particular service, level of service, or financial commitment. Such matters shall be left to the further mutual agreement of the parties if necessary.

ARTICLE III GENERAL PROVISIONS

Section 3.0: Revenue Sharing. The parties agree to a revenue sharing agreement as a result of this Agreement. Perry Village will forward 28% of the income tax and net profit tax that they collect from RITA (Regional Income Tax Authority) for any business on the Annexation Parcels for this project to the Perry Joint Economic Development District (JEDD) on a monthly basis, in arrears.

Section 3.1: Support of Agreement. In the event that this Agreement, or any of its terms, conditions, or provisions, are challenged by any third party or parties in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 3.2: Signing Other Documents. The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either party may reasonably request in order to effectuate the purposes of this Agreement.

Section 3.3: Mediation. In the event the parties have a dispute as to any of the terms of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has

not been resolved within ninety (90) days after notice of the dispute has been provided to the other party, then any of the parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the parties.

Section 3.4: Default. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 3.5: Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the parties by means of appropriate legislation authorizing such amendment passed by each of the parties.

Section 3.6: Immunities Preserved. By entering into this Agreement, none of the parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

Section 3.7: No Personal Liability. All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

Section 3.8: Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Revised Code, except as set forth herein.

Section 3.9: Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 3.10: Agreement. The parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

Section 3.11: Liberal Construction. The parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the parties to enter into annexation agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Section 709.192 of the Ohio Revised Code.

Section 3.12: Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 3.13: Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 3.14: Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Lake County, Ohio.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date identified below.