

Res. 2020-02 Exhibit 'A'

**NOTICE: AN ORDER HAS BEEN FILED
IN THE CASE IDENTIFIED BELOW:**

Notice is being mailed by regular mail or by facsimile on or before the 3rd day after the filing date of the entry to each attorney of record or each party with no attorney of record. Notice will not be sent to parties in default for failure to appear.

A copy of the order can be found on our website at www.co.portage.oh.us or contact our office to have a copy emailed for faxed.

Mail to:

File Copy

Case Number: 2019CV00640

VILLAGE OF HIRAM VS. JOHN R GROSELLE et al

Date entry was filed: JANUARY 16, 2020

Court of Common Pleas, Portage County, Ravenna, Ohio

FILED
COURT OF COMMON PLEAS
January 17, 2020
JILL FANKHAUSER, CLERK
PORTAGE COUNTY, OHIO

Certificate of Service Completed and filed by the Clerk

The notice described above was mailed by ordinary mail or by facsimile to attys/parties by the clerk on JANUARY 17, 2020.

Jill Fankhauser, Clerk of Courts



Deputy Clerk

cc:

- THOMAS REITZ**
- WILLIAM DAVID LENTZ**
- JAMES R PATTERSON**
- CHRISTOPHER MEDURI**

FILED
COURT OF COMMON PLEAS
JAN 16 2020
JILL FANKHAUSER, Clerk
PORTAGE COUNTY, OH

IN THE COURT OF COMMON PLEAS
PORTAGE COUNTY, OHIO

VILLAGE OF HIRAM)	CASE NO. 2019 CV 640
)	
Plaintiff,)	
)	
vs.)	JUDGE LAURIE J. PITTMAN
)	MAGISTRATE DIANA J. PREHN
JOHN R. GROSELLE, <i>et al.</i>)	
Defendants.)	
)	<u>AGREED JUDGMENT ENTRY</u>
)	<u>AND ORDER</u>

Mediation was held in this matter with the parties on November 15, 2019. As the result of the Mediation the parties have submitted this Agreed Judgment Entry.

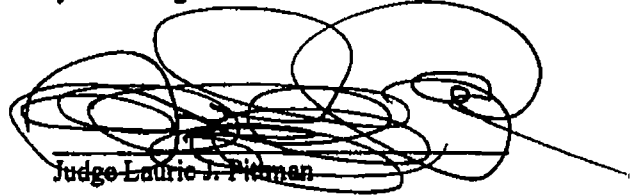
The case is settled upon the following terms:

1. John R. Groselle ("Groselle") will deed the land described in Exhibit "A" (the "Land") to the Village of Hiram (the "Village"). Laura L. Groselle will execute the deed to release her dower interest in the Land.
2. The Village will pay Groselle \$10,000.00 in consideration of the above transfer. Six Thousand Dollars of the payment shall be from the Clerk of Courts and made from the deposit submitted by the Plaintiff upon filing in this case. The clerk is directed to make the payment upon notification from Plaintiff that the deed transferring the Land has been filed with the Portage County Recorder.
3. The deed from Groselle to the Village shall contain a right of reversion in favor of Groselle, his successors and assigns in the event the Land ceases to be used as a public utility for the benefit of the public good.
4. Groselle shall retain a 20-foot easement for ingress and egress of farm equipment from State Route 82 to the remaining land owned by Groselle.
5. The Village shall be restricted from planting vegetation on the Land other than grass.
6. The Village shall pay all the transfer costs including filing fees, as well as survey and document preparation fees.
7. The Portage County Board of Commissioners have raised no objection, and consents to, the removal of the Land from the Agricultural Security Area and from the Agricultural Conservation Easement.

8. The Portage County Treasurer has raised no objection, and consents to, the removal of the Land from the Agricultural Security Area and the Agricultural Easement.
9. Although the Ohio Department of Agriculture does not administer Agricultural Security Areas, it has no objection to the removal of the Land from the Agricultural Security Area.
10. The Ohio Department of Agriculture has raised no objection, and consents to, the removal of the Land from the Agricultural Conservation Easement and has waived any payment to which they may be entitled under the Agricultural Conservation Easement.
11. The Ohio Department of Agriculture releases its Agricultural Conservation Easement to the extent necessary to allow the proposed use of the Land as a public utility, but only on the Land as described in Exhibit A.
12. In compliance with Ohio Revised Code section 931.02(D) Defendant John R. Groselle represents that after the transfer of the Land to the Village the acreage of real estate remaining in the Agricultural Security Area exceeds 500 acres.
13. The parties represent, and the Court determines, that the transfer of the Land (.7178 acres) has no effect on compliance or qualification with the minimum 500 acre requirement established for the Agricultural Security Area designation enacted by the Portage County Board of Commissioners, Resolution 19-0601 for Hiram Township. The Agricultural Security Area remains in full force and effect as to all real estate identified in Resolution 19-0601 except for the Land.
14. The date the deed files for record shall be treated and the date of closing, and real estate taxes shall be prorated as of that day. The Portage County Auditor has indicated that recoupment will need to be paid on the Land, in an amount that has not been determined at this time. The Plaintiff shall be responsible for payment of the recoupment costs.
15. Each party shall bear their own attorney fees.
16. All Parties agree that this Agreed Judgment Entry is a full and final settlement of all claims they now have against any other party to this lawsuit, now or discovered in the future, having any relationship with or associated in any way with appropriation of the property described in Exhibit A. The Parties represent to each other and to the Court that this Agreed Order represents the settlement and compromise of a disputed claims, is a release of all such claims, and that the payment to be made is not to be construed as an admission of liability on the part of the parties hereby released and that such release denies liability therefore and intends merely to avoid litigation and buy their peace. All Parties represent to each other and to the Court that no promise, inducement or agreement not herein expressed has been made to any one of them and that this Agreed Judgment Entry and Order contains the entire resolution between the parties hereto.


After deposits all court costs are to be paid by the Village of Hiram.

So Ordered

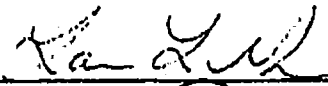


Judge Laurie J. Padden

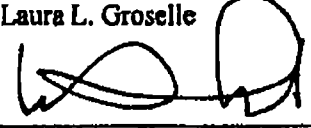
Approved:



John R. Groselle



Laura L. Groselle



William Lenz, Attorney for John R. and Laura L. Groselle

Lou Bertrand, Mayor of the Village of Hiram

Thomas Reitz, Solicitor for the Village of Hiram

James R. Patterson, Attorney for the Ohio Department of Agriculture

Brad Cromes, Portage County Treasurer

Christopher J. Meduri, Attorney for the Portage County Commissioners and the Portage County Treasurer

"The Clerk is directed to serve the foregoing upon all counsel or any interested parties in the matter of [redacted] CIV. R. [redacted] [redacted] [redacted]."

After deposits all court costs are to be paid by the Village of Hiram.

So Ordered

Judge Laurie J. Pittman

Approved:

John R. Groselle

Laura L. Groselle

William Lenz, Attorney for John R. and Laura L. Groselle

Lou Bertrand

Lou Bertrand, Mayor of the Village of Hiram

Thomas Reitz

Thomas Reitz, Solicitor for the Village of Hiram

James R. Patterson PER EMAIL CONSENT 1/6/20

James R. Patterson, Attorney for the Ohio Department of Agriculture

Brad Cromes, Portage County Treasurer

Christopher J. Meduri, Attorney for the Portage County Commissioners
and the Portage County Treasurer

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So Ordered

Judge Laurie J. Pittman

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John R. Groselle

Laura L. Groselle

William Lenz, Attorney for John R. and Laura L. Groselle

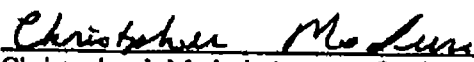
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