



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
MAY 28, 2024 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Mr. Poggiali
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	S. Poggiali, R. Koonce, J. Krabill, K. Vargo, D. Waddington R. Brady, D. Murray
APPROVAL OF MINUTES	May 13, 2024 Regular Meeting
PRESENTATION	
PUBLIC HEARING	
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Aaron Klein, Public Works Director (FIRST READING)

CONSENT TO ODOT FOR ERI US 6 CONNECTIVITY CORRID. PROJECT

Budgetary Information: There is no cost to approve this consent legislation. Additionally, all construction activities associated with all five tasks will be paid for using RAISE, Safety, and other funding sources that do not impact the City’s budget.

RESOLUTION NO. _____: It is requested a resolution be passed adopting the consent legislation submitted by the Director of the Ohio Department of Transportation for the ERI US 6 Connectivity Corrid. Project, PID No. 116570; authorizing and directing the City Manager to sign the consent legislation and to execute any necessary contracts with the Director of Transportation for this project.

ITEM B – Submitted by Aaron Klein, Public Works Director

CONSENT TO AGREEMENT FOR ODOT ERI MARKET & WARREN ST RECON PROJECT

Budgetary Information: Preliminary engineer estimates have the total project cost at \$119,594, with the grant providing up to \$50,000 or 49% of all project costs. The impact to the City would be obligating the remaining funding of approximately \$69,594. This funding has been allocated in the 5-year Capital Improvement Plan. Exact funding sources will be determined at the time of bid.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to accept grant funds in the maximum amount of \$50,000.00 from the Ohio Department of Transportation through the Office of Jobs & Commerce for the ERI Market and Warren St Recon Project, PID No. 120692; authorizing the City Manager to execute any grant agreements and to expend the funds consistent with the grant agreement; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM C – Submitted by Aaron Klein, Public Works Director

CONSENT FOR SUBMERGED LAND LEASE FOR THE LANDING

Budgetary Information: Since The Landing is a public park, it would likely be considered a “governmental non-income producing” facility. These typically carry a 50-year lease with a total cost of \$1.00 per year, which would be paid from the General Fund.

RESOLUTION NO. _____: It is requested a resolution be adopted pursuant to section 1506.11 of the Ohio Revised Code finding and determining that based upon the representations and application filed by the City of Sandusky, the use and development of the territory so described, a submerged lands lease may be entered into by the State’s Director of Natural Resources; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM D – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL OF LAND BANK PURCHASE & SALE AGREEMENT FOR THIRD STREET LOT

Budgetary Information: The sale proceeds will cover the expenses incurred by the City for such services as title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The taxing districts will begin collecting approximately one hundred fifteen (\$115.00) dollars per year in real estate taxes, which will increase once the structure is complete.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 57-01988.000, located at Lot No. 456 on Third Street is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL OF LAND BANK PURCHASE & SALE AGREEMENT FOR 411 MEIGS STREET

Budgetary Information: Any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting real estate taxes on the land value, which will increase after the structure is built.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel No. 56-00228.000, located at 411 Meigs Street is no longer needed for any municipal purpose and authorizing the execution of a purchase and sale agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM F – Submitted by Arin Blair, Chief Planner

CONSENT FOR ZONE MAP AMENDMENT AT 416 WARREN STREET

Budgetary Information: The rezoning has no direct budgetary impact.

ORDINANCE NO. _____: It is requested an ordinance be passed amending the Official Zone Map of the City of Sandusky to rezone Parcel No. 56-00352.000 located at 416 Warren Street from "CS" Commercial Services District to "RMF" Multi-Family Residential District; and declaring that this ordinance shall take effect under suspension of the rules as contained in and in accordance with section 13 of the city charter.

REGULAR AGENDA

ITEM 1 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF MOU EXTENSION WITH FAIRMOUNT PROPERTIES & NORTH COAST INNS

Budgetary Information: There is no cost to the City.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a First Amendment to the Memorandum of Understanding with Fairmount Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street parking lot in Sandusky; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 2 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF CRA AGREEMENT WITH COMMUNITY BUILDING PARTNERS FOR 920 WEST OSBORNE STREET

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. Additionally, the project will also help sustain construction jobs in the local economy, through an estimated \$500,000 in construction payroll from 50-75 temporary construction jobs and \$88,000 annually through the creation of an estimated 1 new FTE and 2 new part-time equivalent employment positions that will be subject to City income tax.

ORDINANCE NO. _____: It is requested an ordinance be passed approving the Community Reinvestment Area Agreement with Community Building Partners LLC; authorizing the City Manager to execute the Community Reinvestment Area Agreement; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 3 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF PURCHASE & SALE AGREEMENT FOR 2123 PARKVIEW BOULEVARD

Budgetary Information: The City will be responsible for paying \$20,000 (plus closing costs) from the Real Estate Development Fund for the purchase of the property located at 2123 Parkview Boulevard.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Purchase and Sale Agreement for the purchase of real property located at 2123 Parkview Boulevard, Sandusky, and identified as Parcel No. 58-01913.000 for the purpose of blight elimination and redevelopment; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF ED ASSISTANCE PROGRAM LOAN AGREEMENT WITH BAS BROADCASTING

Budgetary Information: The City will be responsible for providing \$13,426 from the Economic Development Capital Projects Fund to assist with the costs associated with the project.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and approving a Business Development Loan in the amount of \$13,426.00 through the Economic Development Assistance Program to BAS Broadcasting, Inc. In relation to the property located at 1651 Tiffin Avenue; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION: Open discussion on any item (5-minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live – Click “Play” 



DEPARTMENT OF PUBLIC WORKS

240 Columbus Ave.
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: May 15, 2024

Subject: **Commission Agenda Item – Consent to ODOT for ERI US 0006 Connectivity Corrid. Project (PID 116570)**

ITEM FOR CONSIDERATION: Legislation granting consent to the Director of the Ohio Department of Transportation (ODOT) to complete the project titled ERI US 0006 Connectivity Corrid. (PID 116570)

BACKGROUND INFORMATION: The State of Ohio Department of Transportation received federal funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant program that included the following tasks:

1. Sandusky Bay Pathway, in the City of Sandusky, from Cedar Point Drive to Sports Force Park,
2. Multi-use path along US 6 from Sandusky to Rye Beach Rd then to BGSU Firelands,
3. Roundabouts at US 6 and: Perkins, Camp Road, Rye Beach,
4. Roundabouts at Rye Beach Road and both SR-2 Ramps,
5. Widen US 6 from Camp Rd to Rye Beach Rd to install a two-way left turn lane (TWLTL)

The City will be receiving construction funding for item 1 and will be managing that contract in-house, which is considered a Local-Let project. The remaining four tasks will be combined into one ODOT-Let project. Both projects are on a different timeline with the City's phase intended to begin in 2024 and ODOT's phase to begin in 2026.

The plan is for the two projects to have multi-use infrastructure improvements meet near Sports Force, which is also the City of Sandusky's corporation limit. Therefore, when ODOT proceeds with task 2 above, there will be limited work within the City's corporation limit that requires the State of Ohio to perform construction activities outside of their jurisdictional boundary. Therefore, it is necessary for the City of Sandusky to provide consent legislation authorizing ODOT to complete this work.

BUDGETARY INFORMATION: There is no cost to approve this consent legislation. Additionally, all construction activities associated with all five tasks will be paid for using RAISE, Safety, and other funding sources that do not impact the city's budget.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to provide consent to the Director of Transportation to complete the ERI US 0006 Connectivity Corrid. Project (PID 116570).

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE CONSENT LEGISLATION SUBMITTED BY THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE ERI US 6 CONNECTIVITY CORRID. PROJECT, PID NO. 116570; AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN THE CONSENT LEGISLATION AND TO EXECUTE ANY NECESSARY CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION FOR THIS PROJECT.

WHEREAS, City Commission adopted the Preliminary Legislation submitted by the Ohio Department of Transportation for the Sandusky / US 6 RAISE Grant application for projects which included the Sandusky Bay Pathway by Resolution No. 019-22R, passed on March 28, 2022; and

WHEREAS, the consent legislation, a copy of which is attached to this Resolution and marked Exhibit “1”, is necessary for the Director of the Ohio Department of Transportation to provide services for the following project tasks:

- Sandusky Bay Pathway, in the City of Sandusky, from Cedar Point Drive to Sports Force Park;
- Multi-use path along US 6 from Sandusky to Rye Beach Rd then to BGSU Firelands;
- Roundabouts at US 6 and: Perkins, Camp Road, Rye Beach;
- Roundabouts at Rye Beach Road and both SR-2 Ramps;
- Widen US 6 from Camp Rd to Rye Beach Rd to install a two-way left turn lane (TWLTL); and

WHEREAS, the consent legislation provides the terms of the agreement and cooperation between the City of Sandusky and the Director of Transportation regarding the completion of the project; and

WHEREAS, no funds are required from the City except that the City agrees to assume and bear 100% of the total cost for added construction items requested by the City and not necessary for the improvements as determined by the State and the Federal Highway Administration; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments of the City of Sandusky, Ohio and, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The consent legislation submitted by the Director of the Ohio Department of Transportation, a copy of which is attached to this Resolution and marked Exhibit “1”, for the ERI US 6 Connectivity Corrid. Project, PID No. 116570, consenting to the Director of Transportation to complete the project, is adopted by this City Commission and the President of this City Commission is authorized to sign the consent legislation.

Section 2. The City Manager is hereby authorized and directed to sign the

consent legislation and to execute any necessary contracts with the Director of Transportation to complete the ERI US 6 Connectivity Corrid. Project, PID No. 116570.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed:

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 116570

Project Name ERI US 0006 Connectivity Corrid.

The following _____ enacted by the City of Sandusky of Erie County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

Sandusky Bay Pathway, in the City of Sandusky, from Cedar Point Drive to Sports Force Park.
Multi-use path along US 6 from Sports Force Park to Rye Beach Rd then south on Rye Beach Rd to University Dr.

Roundabout at US 6 & Perkins Ave

Roundabout at US 6 & Camp Rd

Roundabout at US 6 & Rye Beach Rd

Roundabout at US 6 & SR 2 WB Ramp

Roundabout at US 6 & SR 2 EB Ramp

Widen US 6 from Camp Rd to Rye Beach Rd to install a two-way left turn lane (TWLTL)

Of the above-referenced project, the following will be installed partially or completely within the City of Sandusky:

Multi-use path along US 6 from Sports Force Park to Rye Beach Rd then south on Rye Beach Rd to University Dr.

Construction of this project is tentatively scheduled to begin in the Spring of calendar year 2026 and be completed in the Fall 2027.

NOW THEREFORE, be it ordained by the City of Sandusky of Erie County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Sandusky is hereby empowered on behalf
(Contractual Agent)

of the City of Sandusky to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: _____, 202 ____.
(Date)

Attested: _____
(Clerk) (Officer of City- title)

Attested: _____
(Title) (Mayor)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Sandusky of Erie County, Ohio

I, _____, as Clerk of the City of Sandusky of Erie County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Sandusky on this ____ day of _____, 202__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 202__,

(SEAL)
(If Applicable)

Clerk Signature
City of Sandusky of Erie County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Sandusky of Erie County, Ohio

Attest: _____, Date _____
Contractual Officer



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5829

www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: May 15, 2024

Subject: Commission Agenda Item – Agreement for the ERI Market and Warren St Recon project

ITEM FOR CONSIDERATION: Legislation to accept funds and enter into an agreement with the Ohio Department of Transportation (ODOT) Office of Jobs & Commerce for ERI Market and Warren St Recon project (PID 120692).

BACKGROUND INFORMATION: The State of Ohio's Department of Transportation created an incentive package for manufacturers that are adding jobs, retaining jobs, and/or expanding operations. The incentives the State of Ohio offers for these items include financially aiding the "impacted community" to enhance infrastructure to accommodate the traffic impacts generated by the improved facility. In this instance, Mack Iron at 124 Warren Street is adding a new manufacturing process to support their current operations. The facility plans to not only retain 27 current jobs, but they also intend to add 3 new positions. The project investment by Mack Iron is estimated at \$350,000.

Traffic impacts that will be directly affected are the intersection radii at E. Market Street and Perry Street and E. Market Street and Meigs Street. Surface pavement on Perry Street between East Water Street and E. Market Street and on East Market Street between Meigs Street and Warren Street will also be improved.

The Greater Sandusky Partnership (GSP) has been coordinating with Mack Iron, the City of Sandusky, and ODOT to secure this funding that will require direct legislation between the City of Sandusky and the State of Ohio. The City has been offered 49% of eligible costs up to a maximum of \$50,000. Staff is seeking legislation to accept funds already offered, and to enter into an agreement with this agency. See attached.

Construction is expected between July and December of 2025 with design conducted by the engineering department. Expansion dates by Mack Iron have not yet been finalized.

BUDGETARY INFORMATION: Preliminary engineer estimates have the total project cost at \$119,594, with the grant providing up to \$50,000 or 49% of all project costs. The impact to the City would be obligating the remaining funding of approximately \$69,594. This funding has been allocated in the 5-year Capital Improvement Plan. Exact funding sources will be determined at the time of bid.

ACTION REQUESTED: It is recommended that proper legislation be passed authorizing the City Manager to accept up to \$50,000 of grant funds and enter into an agreement with the Ohio Department of Transportation (ODOT) Office of Jobs & Commerce. It is further requested that the necessary legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter to accept the funds from ODOT to secure the funding as soon as possible and to lock the project into the 2025 budget cycle.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223
614-466-7170
transportation.ohio.gov

April 30, 2024

City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870

Re: PID 120692 – ERI Market and Warren St Recon Award Letter

Dear Mr. Orzech:

On behalf of the Ohio Department of Transportation (ODOT) Office of Jobs & Commerce, I am pleased to inform you the above referenced project has been awarded **49%** of the eligible costs up to a maximum of **\$50,000**. This reimbursable grant will be for eligible construction costs.

Once your project has been awarded, please inform Eddie King, ODOT Jobs & Commerce Regional Manager, of the **construction begin and end dates** as well as the **construction cost amount**. This information needs to be submitted within two weeks of the project award.

All funding reimbursement requests should be submitted to Eddie by March 27, 2026. Should the City of Sandusky be unable to successfully execute the terms of the agreement please notify Eddie in writing, and we will review any mitigating circumstances with you.

Congratulations on this ODOT Jobs & Commerce award. We look forward to working with you to support this important infrastructure improvement.

Sincerely,

A handwritten signature in blue ink that reads "Christina Wagner Schepis".

Christina Wagner Schepis
Program Manager
Office of Jobs & Commerce

Cc: Eddie King – Jobs & Commerce Regional Manager
Bob Weaver – D3 Deputy Director
Mathew Walter – D3 Capital Programs Administrator

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT GRANT FUNDS IN THE MAXIMUM AMOUNT OF \$50,000.00 FROM THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE OFFICE OF JOBS & COMMERCE FOR THE ERI MARKET AND WARREN ST RECON PROJECT, PID NO. 120692; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY GRANT AGREEMENTS AND TO EXPEND THE FUNDS CONSISTENT WITH THE GRANT AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Jobs and Commerce Economic Development (JCED) Program provides funding for transportation projects that promote job creation, job retention, and private sector investment and is managed by ODOT's Office of Jobs & Commerce; and

WHEREAS, Mack Iron, located at 124 Warren Street, is adding a new manufacturing process to support their current operations and plans to add three (3) new positions as well as retain their twenty-seven (27) current jobs, and the total project investment by Mack Iron is estimated at \$350,000; and

WHEREAS, the ERI Market and Warren St Recon Project involves improvements to the routes directly affected by the new business at the intersections at E. Market Street and Perry Street and at E. Market Street and Meigs Street and includes surface pavement on Perry Street between East Water Street and E. Market Street and on East Market Street between Meigs Street and Warren Street; and

WHEREAS, the preliminary estimates for the total project cost is \$119,594.00 of which up to \$50,000.00 (49% of eligible costs) will be paid with grant funds from the Ohio Department of Development and the City's portion of \$69,594.00 will be paid with funds allocated in the 5-year Capital Improvement Plan; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to accept the funds from the Ohio Department of Transportation through the Office of Jobs & Commerce to secure funding as soon as possible and to lock the project into the 2025 budget cycle; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission authorizes and directs the City Manager

and/or Finance Director to accept grant funds from the Ohio Department of Transportation through the Office of Jobs & Commerce for the ERI Market and Warren St Recon Project (PID #120692), in the maximum amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

Section 2. This City Commission authorizes and directs the City Manager to execute any grant agreement between the City of Sandusky and the Ohio Department of Transportation in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Aaron M. Klein, P.E.

Date: May 15, 2024

Subject: Commission Agenda Item – Submerged Lands Lease for The Landing

ITEM FOR CONSIDERATION: Resolution authorizing and consenting to a Submerged Lands Lease to be issued by the State of Ohio for The Landing.

BACKGROUND INFORMATION: The City of Sandusky is proposing a new public park and trail system with boardwalks containing structural members and a crib pier within submerged lands. The purpose is to provide a natural setting, with wetland views and public access to East Sandusky Bay. The proposed project includes a new trail and boardwalk system, a light house, parking, pedestrian/bicycle bridge over Hemminger Ditch, crib pier, and related park amenities. An ADA compliant kayak launch in the bay is proposed near the crib pier.

A construction project within a submerged land area requires the applicant to obtain a Submerged Lands Lease. Approval of this legislation will authorize the City Manager to sign and submit applications to the Ohio Department of Natural Resources. Once the final terms of the lease are prepared, it will be brought to the City Commission for approval.

BUDGETARY INFORMATION: Since The Landing is a public park, it would likely be considered a “governmental non-income producing” facility. These typically carry a 50-year lease with a total cost of \$1.00 per year, which would be paid from the General Fund.

ACTION REQUESTED: It is requested that a resolution be approved authorizing and consenting to a submerged lands lease from the State of Ohio Department of Natural Resources for public property associated with The Landing, and that it be approved under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner and the project proceed expeditiously.

I concur with this recommendation:

John Orzech
City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Landing Park -Submerged Land Lease

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #110-7900-53006

By: _____

Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/14/24

RESOLUTION NO. _____

A RESOLUTION ADOPTED PURSUANT TO SECTION 1506.11 OF THE OHIO REVISED CODE FINDING AND DETERMINING THAT BASED UPON THE REPRESENTATIONS AND APPLICATION FILED BY THE CITY OF SANDUSKY, THE USE AND DEVELOPMENT OF THE TERRITORY SO DESCRIBED, A SUBMERGED LANDS LEASE MAY BE ENTERED INTO BY THE STATE'S DIRECTOR OF NATURAL RESOURCES; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is proposing new public park (known as The Landing) and trail system with boardwalks containing structural members and a crib pier is within submerged lands and the purpose of the project is to provide a natural setting, with wetland views and public access to East Sandusky Bay and includes a new trail and boardwalk system, a light house, parking, pedestrian/bicycle bridge over Hemminger Ditch, crib pier, and related park amenities with an ADA compliant kayak launch proposed in the bay near the crib pier; and

WHEREAS, the City is required by the Ohio Department of Natural Resources to obtain a submerged lands lease for projects which are within a submerged land area; and

WHEREAS, the City of Sandusky is the upland property owner and of land fronting Sandusky Bay located off Cleveland Road and identified as Parcel Nos. 57-01824.007, 57-01826.001, and 57-01825.001 in Sandusky, Ohio; and

WHEREAS, Cedar Point Park LLC owns adjoining property on Cleveland Road identified as Parcel No. 57-05874.000 and Erie Metroparks owns adjoining property off Cleveland Road identified as Parcel No. 57-62420.000 and these parcels are included in the application and the City has already been granted permanent easements for The Landing Project; and

WHEREAS, the City of Sandusky has made certain representations and filed an original application and site plan consistent therewith, with the State Director of Natural Resources, a copy of which is attached marked "Exhibit A" and is specifically incorporated as if fully rewritten herein, indicating a desire to use and develop a part of the territory as specified in their application and site plan without impairment of the public's right of navigation, water commerce and fishery; and

WHEREAS, this City Commission determines that based upon the City's representations, the territory as described in their application and site plan filed by the City of Sandusky is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky, of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce; and

WHEREAS, this City Commission determines that based upon the City's representations the land uses specified in the City's application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky; and

WHEREAS, this Resolution should be passed as an emergency measure and in accordance with Section 14 of the City Charter in order to ensure that the administrative review process can continue in a timely manner and the project proceed expeditiously; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds and determines that based upon the City's representations as contained in attached Exhibit "A" the territory as described in their application and site plan is not necessary or required for the construction, maintenance, or operation, by the City of Sandusky of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities, and improvements and marginal highways, in aid of navigation and water commerce.

Section 2. This City Commission finds and determines that based upon the City's representations contained in attached Exhibit "A" the land uses specified in the application and site plan filed with the State's Director of Natural Resources comply with the regulations of permissible land use under all waterfront plans adopted by the City of Sandusky.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this

PAGE 3 - RESOLUTION NO. _____

Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

COASTAL PERMITS AND LEASE APPLICATION

Please consult the instructions prior to completing this form. Please type or print clearly using blue or black ink.

GENERAL INFORMATION

1. Property owner name: City of Sandusky	
2. Mailing address: 240 Columbus Ave, Sandusky, OH 44870	3. Home telephone number: (419) 627-5829
	4. Alternate telephone number: (419) 627-5830
	5. Email address: aklein@cityofsandusky.com
6. Authorized agent/representative name: Brian Loushin	
7. Mailing address: 7965 N High St, STE 050 Columbus, OH 43235	8. Telephone number: (614) 812-4255
	9. Fax Number:
	10. Email address bloushin@envdesigngroup.com

11. Street address: Cleveland Road, Sandusky, OH 44870	
12. Permanent parcel number(s): 57-05874.000, 57-62420.000, 57-01824.007, 57-01826.001, 57-01825.001	
13. City or township: Sandusky	14. County: Erie
15. Site location description (if necessary): The City of Sandusky is proposing a new public park and trail system (known as The Landing) along the Sandusky Bay in Sandusky, Erie County, Ohio to the north of Sports Force Park at 3115 Cleveland Road (formerly the Griffing Sandusky Airport).	
16. Submittals (check if enclosed): <input type="checkbox"/> Location map	

17. Name of adjoining shoreline property owner(s)	Site address/city/state/zip code	Mailing address/city/state/zip code
Erie Metroparks	Sycamore St, Sandusky, Ohio 44870	3910 Perkins Avenue Huron, Ohio, 44839
Cedar Point Park LLC	2405 Cleveland Rd W Sandusky, OH 44870	1 Cedar Point Drive, Sandusky, OH 44870
Cedar Point Park LLC	3115 Cleveland Rd W Sandusky, OH 44870	1 Cedar Point Drive, Sandusky, OH 44870

18. Brief description of the proposed structure or project (attach additional sheets if necessary): The City of Sandusky is proposing a new public park and trail system (known as The Landing) along the Sandusky Bay in Sandusky, Erie County, Ohio. The ADA compliant trail and boardwalk system is proposed in a natural setting, providing wetland views, public access to the lakefront, and expansive views of the Sandusky Bay. The proposed project includes a new trail and boardwalk system, a light house, parking, pedestrian/bicycle bridge over Hemminger Ditch, crib pier, and related park amenities. An ADA compliant kayak launch in the bay is proposed near the crib pier.	
19. Anticipated start date: June 1, 2024	20. Anticipated finish date: October 31, 2025

21. To apply for an authorization, check the box below and complete the application on the reverse page:		
<input checked="" type="checkbox"/> Shore Structure Permit	<input checked="" type="checkbox"/> Submerged Lands Lease	<input type="checkbox"/> Coastal Erosion Area Permit
<input type="checkbox"/> Submerged Lands Permit	<input type="checkbox"/> Submerged Lands Lease Modification	<input checked="" type="checkbox"/> Consistency Statement

SHORE STRUCTURE PERMIT APPLICATION**§1506.40 ORC**

1. Professional Engineer: Mark P. Cencer, P.E.		2. Ohio registration number: 74234	
3. Mailing address: KS Associates Inc. 260 Burns Rd, Suite 100 Elyria, OH 44035	4. Phone number: 440-365-4730 ext 395		7. Submittals (check if enclosed) <input checked="" type="checkbox"/> Construction drawings (by professional engineer) <input checked="" type="checkbox"/> Design information
	5. Fax number:		
	6. Email address: cencerm@ksassociates.com		


SUBMERGED LANDS LEASE APPLICATION**§1506.11 ORC**

1. Total Area of Submerged Lands to be Occupied: 0.397 acre		
2. Upland deed recording information [Deed book]		[Deed page] attached
3. Local Authority Issuing Resolution: City of Sandusky		Date issued:
4. Was any Portion of the Structure Erected in Lake Erie Prior to October 13, 1955?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Brief Explanation of the Purpose of the Structure or Project (<i>attach additional sheets if necessary</i>): The project proposes constructing a rock crib pier, kayak launch, and boardwalks as part of the overall project design of The Landing park.		6. Submittals (check if enclosed): <input checked="" type="checkbox"/> Construction drawings <input checked="" type="checkbox"/> Copy of title deed <input checked="" type="checkbox"/> Metes & bounds description and plat <input type="checkbox"/> Local resolution or ordinance <input type="checkbox"/> Legal documentation of signature authority

COASTAL EROSION AREA PERMIT APPLICATION**§1506.07 ORC**

1. Authorization Type:	<input type="checkbox"/> Existing	<input type="checkbox"/> New Measure	Date Built (if existing):
2. Upland deed recording information [Deed book]		[Deed page]	
3. Construction start date for the building or addition:			
4. Brief description of the building or addition (<i>attach additional sheets if necessary</i>):		5. Submittals (check if enclosed): <input type="checkbox"/> Construction drawings <input type="checkbox"/> Permanent structure drawings <input type="checkbox"/> Copy of title deed <input type="checkbox"/> Construction schedule <input type="checkbox"/> Design information	

SIGNATURE AND CONSISTENCY STATEMENT**§1506.03 ORC**

I certify that the proposed activity identified in this application shall comply with Ohio's approved Coastal Management Program and will be conducted in a manner consistent with such program (15 CFR 930.57 and ORC 1506.03). I do additionally certify that I am familiar with the information contained in this application and, to the best of my knowledge and belief, such information is true, complete and accurate.	
	May 1, 2024

Signature of Property Owner or Authorized Agent

Date

Application page 2 of 2

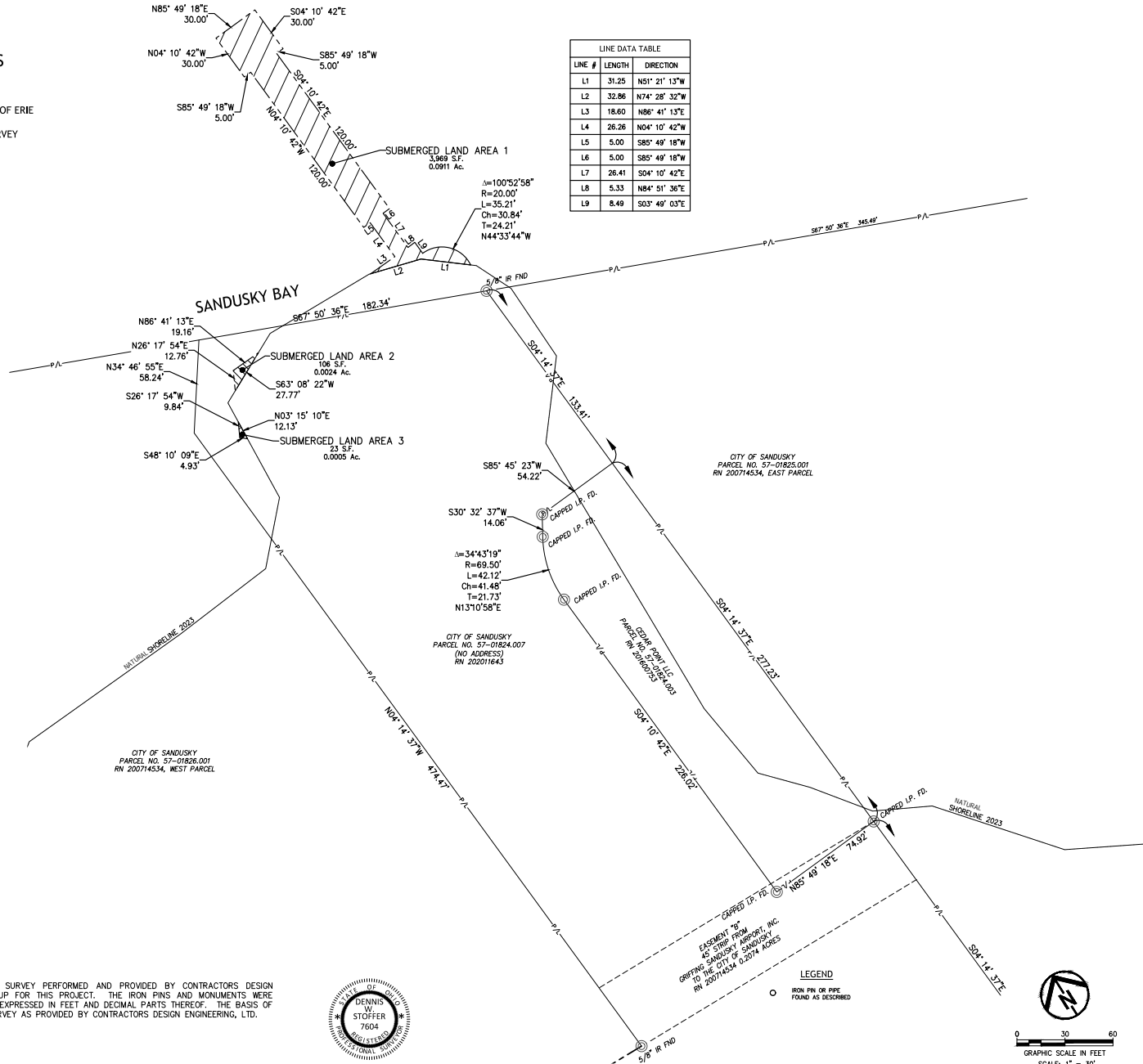
EMAIL TO (preferred): coastal.regulatory@dnr.ohio.govor **MAIL TO:** Ohio DNR Office of Coastal Management, 2514 Cleveland Road East, Huron, Ohio 44839

Attachment 2

Submerged Lands Lease

SUBMERGED LAND AREAS

FOR
CITY OF SANDUSKY
SITUATED IN THE CITY OF SANDUSKY, COUNTY OF ERIE
AND STATE OF OHIO,
BEING PART OF OUTLOT 1 IN DARLING'S SURVEY
EAST OF SYCAMORE LINE IN WARD 2
OF THE CITY OF SANDUSKY
AND PART OF THE 860 ACRE TRACT
IN SECTION 2, PERKINS TOWNSHIP
MARCH 2024



These drawings are done in NAVD83 OHW
to convert to IGLD85 OHW subtract 0.2-feet
In this map the littoral partition lines are the
existing parcel data per our conversation with
Debi Beck

CERTIFICATION:

I CERTIFY THAT THIS PLAT IS DERIVED FROM A SURVEY PERFORMED AND PROVIDED BY CONTRACTORS DESIGN ENGINEERING, LTD. TO ENVIRONMENTAL DESIGN GROUP FOR THIS PROJECT. THE IRON PINS AND MONUMENTS WERE FOUND OR SET AS SHOWN. DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED FROM A SURVEY AS PROVIDED BY CONTRACTORS DESIGN ENGINEERING, LTD.

Dennis W. Stoffer
DENNIS W. STOFFER, P.S.
REGISTERED PROFESSIONAL SURVEYOR NO. 7604
STATE OF OHIO



Environmental Design Group
AKRON / CLEVELAND / COLUMBUS
RE 450 GRANT ST. AKRON, OH 44311
P 330.375.1390 F 330.855.1390
W ENVDESIGNGROUP.COM

Transferred	
In Compliance with sections 319.202 and 322.02 of the Ohio Revised Code.	
FEE \$	
Exempt:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	0
Date:	9/14/2020

TRANSFER NOT NECESSARY

Richard H. Jeffrey

Per O.R.C. 319.203

Erie County Auditor Engineer

TRAIL AND ACCESS EASEMENT

This **TRAIL AND ACCESS EASEMENT** (the "Easement") is entered into this 10th day of Sept., 2020 by and between **ERIE METROPARKS**, an Ohio political subdivision (the "MetroParks") and **THE CITY OF SANDUSKY**, an Ohio political subdivision (the "City of Sandusky").

RECITALS

A. The MetroParks are the sole owner of certain real estate, consisting of approximately 230.64 acres of property, located in the City of Sandusky, County of Erie, State of Ohio, which is legally described in **Exhibit A**, commonly known as Erie County Permanent Parcel Number 57-62420.000 and incorporated herein by reference (the "MetroParks Property").

B. The City of Sandusky intends to develop contiguous real estate owned by the City of Sandusky (namely Erie County Permanent Parcel Numbers 57-01824.000, 57-01824.003, 57-01824.004), which is shown in **Exhibit B**, herein called the "City Property") into a public park (commonly known as "Landing Park"), which must be utilized exclusively for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, education and observation facilities, playground and picnic areas, traffic-control facilities and improvements, flood and erosion control facilities and improvements, or other non-commercial public amenities (herein collectively called "Public Recreational Purposes"); and

C. The MetroParks has agreed to convey to the City of Sandusky, for the benefit of the City Contiguous Property and for the benefit of the Landing Park, a trail and access easement across certain portions of the MetroParks Property.

GRANT OF TRAIL AND ACCESS EASEMENT

In consideration of the facts recited above, the MetroParks and the City of Sandusky agree as follows:

1. **Grant of Trail and Access Easement.** The MetroParks hereby grants and conveys to City of Sandusky a perpetual, non-exclusive easement (the "Easement") over and through certain specified portions of the MetroParks Property, which is incorporated herein by reference (the "Easement Area"). The location of the Easement Area is shown on the Easement Map

attached hereto as **Exhibit C (2 of 2)**. The purpose of the Easement is to provide year-round pedestrian access, through established trails, boardwalks and platforms, to and from the City Property as a part of Landing Park (including but not limited to, access for necessary safety patrol and for law enforcement and EMS vehicles), and to provide year-round hiking trails, biking trails, kayaking, paddle boarding and canoeing and recreational observation platforms on the Easement Area for the general public exclusively for Public Recreational Purposes. No motorized watercraft are permitted to be utilized on the MetroParks Property or in the Easement Area.

2. **Use of Easement.** Nothing in this easement is intended to prohibit use of the Easement Area by the MetroParks, provided such use does not interfere with the use of the Easements by the City of Sandusky and the general public. The City's use of the Easement Area and construction of the improvements (described below) shall be in such a manner as to not conflict with the MetroParks' conservation and public recreational policies and objectives and shall be in conformity with all restrictions and mandates of the existing conservation easements, trail easements and restrictions which the MetroParks Property is currently subject to, including, but not limited to those restrictions and mandates found within RN 20071450, RN 200714533 and RN 200322578 of the Official Records of Erie County, Ohio.

3. **Improvements.** The City of Sandusky shall have the right, but not the obligation, to construct, reconstruct, maintain and repair, at its sole expense, improvements upon the Easement Area to make the Easement Area suitable for intended use of such property as described in Section 1 above. Furthermore, the City of Sandusky shall have the right to come upon the MetroParks Property temporarily during such construction, reconstruction, maintenance and repair as may be reasonably necessary to complete such construction, reconstruction, maintenance and repair, provided, however, that the City of Sandusky shall be responsible for any damage to the MetroParks Property as a result of its exercise of such right. The City of Sandusky shall also have the right to post signs on the Easement Area notifying the public of their right to use the trails, boardwalks and observation platforms and Easement Area for public recreation purposes. The City of Sandusky shall not be obligated to install any of these improvements. Any improvements on the Easement Area made by the City of Sandusky shall be subject to the prior written approval of the MetroParks, which approval will not be unreasonably withheld, conditioned or delayed. Any such approved improvements shall be completed by no later than June 30, 2025.

4. **Maintenance.** The City of Sandusky, or its designee, shall be responsible for maintaining the Easement Area and all improvements thereupon, to the extent necessary for the uses described in Section 1 above.

5. **Damage to Easement Area.** The City of Sandusky shall be responsible for any damage it may cause to the Easement Area and the improvements thereupon. The City of Sandusky shall be responsible for such damage and shall promptly make all needed repairs, restoring the Easement Area and the improvements thereupon, to its condition prior to the damage.

6. **Enforcement of Agreement.** Each Party shall have the right to legally enforce this Easement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

7. **Amendments.** The Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both the MetroParks and the City of Sandusky.

8. **Successors.** All of the easements, rights, terms, covenants, conditions and obligations set forth in this Easement shall inure to the benefit of and be binding upon the City of Sandusky, the MetroParks, the MetroParks Property and the City Property, and each successive owner of the MetroParks Property and the City Property, and their respective personal representatives, heirs, successors, transferees and assigns.

9. **Insurance.** The City of Sandusky shall maintain proper levels of liability insurance by reason of the location, construction, installation, maintenance and operation of the recreational activities and other occupancy and use of the Easement Area, as described herein, and shall name the MetroParks as an additional insurance on said policies. Upon reasonable request, the City of Sandusky shall provide to the MetroParks written substantiation of the fact that such mandated insurance coverage is in full force and effect.

10. **Covenants Running With Land.** All licenses, easements, rights, covenants, conditions, and restrictions set forth in this Easement are appurtenances, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the MetroParks and the City of Sandusky and their respective heirs, representatives, successors and assigns unless and until the easements and all other rights hereunder shall have been unequivocally and permanently abandoned by the City of Sandusky, and shall not be personal benefits or burdens with respect to the MetroParks or the City of Sandusky.

11. **Termination.** If The City of Sandusky fails to: (a) maintain or keep the Easement Area or the improvements thereupon, in proper working condition; or (b) ceases use of the City Property for the stated conversation and public recreational purposes, the easement rights afforded to the City of Sandusky pursuant to this Agreement shall terminate

12. **Severability.** If any provisions or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Trail and Access Easement shall remain valid and binding.

13. **Governing Law.** This Easement shall be governed by and construed under the policies and ordinances of the City of Sandusky and the laws of the State of Ohio.

[SIGNATURE PROVISIONS ON SUBSEQUENT PAGE]

ERIE METROPARKS

By: Amy B k
 Name: Amy Bowman-Moore
 Title: Exec. Director
 Date: 9-10-2020

STATE OF OHIO)
):ss
 COUNTY OF ERIE)

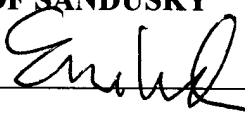
On this 10 day of September, 2020 before me, personally appeared Amy Bowman-Moore authorized representative of Erie Metroparks, the grantor in the aforestated Access Easement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of Erie Metroparks.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Suzanne M Daniel
 Notary Public

My Appointment Expires July 14, 2025

THE CITY OF SANDUSKYBy: Name: Eric L. WobserTitle: City ManagerDate: 8/12/20

STATE OF OHIO)

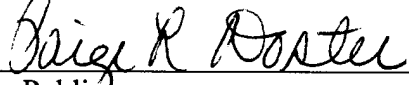
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COUNTY OF ERIE)

On this 12th day of August, 2020 before me, personally appeared Eric Wobser authorized representative of The City of Sandusky, the grantee in the aforesated Access Easement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of The City of Sandusky.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.




Notary Public

My Appointment Expires 1/26/2025

Instrument prepared by:
James E. Peters, Esq.
Reminger Co., L.P.A.
237 W. Washington Row, 2nd Floor
Sandusky, Ohio 44870
419-609-1311

CEDAR POINT PARK, LLC

SITUATED IN THE CITY OF SAGINAW, COUNTY OF MI-
CHIGAN,
AND STATE OF OHIO,
BENNO PAUL OF CLEVELAND IN DEEDMAN'S SURETY
BOND OF SPCANAGE LINE IN WARD 2
OF THE CITY OF SAGINAW
AND PART OF THE 666 ACRE TRACT
IN SECTION 2, POBBOS TOWNSHIP

CLEVELAND ROAD (U.S. 6) (R/W VARIES

CERTIFICATION
I CERTIFY THAT THE
SIGNATURE, I.D. NO.
FOUND ON SET AS TRUE
EVIDENCE FOR THIS
CASE.

John A. [Signature]

JOHN A. [Signature], P.I.
REGISTERED PROFESSIONAL
STATE OF OHIO

1. COUNTRY: USA
2. NAME: JAMES EARL RAY
3. DATE OF BIRTH: 10/24/28
4. PLACE OF BIRTH: MOBILE, ALABAMA
5. OCCUPATION: LAWYER
6. EDUCATION: B.S. IN LAW, UNIVERSITY OF MISSISSIPPI
7. RELIGION: METHODIST
8. POLITICAL AFFILIATION: DEMOCRATIC PARTY
9. MARITAL STATUS: SINGLE
10. CURRENT ADDRESS: 1000 1/2 AVENUE, SUITE 100, JACKSON, MISSISSIPPI 39201
11. PHONE NUMBER: (601) 438-1234
12. FAX NUMBER: (601) 438-5678
13. EMAIL ADDRESS: JEARAY@GMAIL.COM
14. WEBSITE: WWW.JEARAY.COM
15. SOCIAL MEDIA: FACEBOOK, TWITTER, LINKEDIN
16. OTHER INFORMATION: RAY IS A MEMBER OF THE JACKSON BAR ASSOCIATION AND THE MISSISSIPPI BAR ASSOCIATION. HE IS ALSO A MEMBER OF THE JACKSON COUNTRY CLUB AND THE MISSISSIPPI GOLF AND COUNTRY CLUB. HE IS A FAN OF THE JACKSON SOFTBALL TEAM AND THE MISSISSIPPI FOOTBALL TEAM. HE IS A FAN OF THE JACKSON SOFTBALL TEAM AND THE MISSISSIPPI FOOTBALL TEAM. HE IS A FAN OF THE JACKSON SOFTBALL TEAM AND THE MISSISSIPPI FOOTBALL TEAM.

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**Environmental
Design Group**
architect / interior design / environmental
2000 Franklin Pk. #200, Oak Brook, IL 60181
630.584.1100 fax 630.584.1101
www.environmental-design.com

[illegible]

2002		2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030																																											
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March 17, 2019

**THE CANOPY WALK PARK & TRAIL EASEMENT DESCRIPTION
TO THE CITY OF SANDUSKY
8.6592 ACRE EASEMENT**

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Erie Metroparks by deed in RN 200322577, Kelly Tract Parcels 1 and 2 of Erie County Records, said easement being more fully described as follows:

Beginning at a 5/8-inch iron pin found at a southwesterly corner of the lands conveyed to Cedar Point Park, LLC by deed in RN 201600753, Conservation Area, on a northerly line of Cleveland Road (U.S. 6) (R/W Varies) and at a southeasterly corner of said Erie Metroparks lands, said iron pin found being the TRUE PLACE OF BEGINNING for the easement area herein described;

COURSE NO. 1: Thence North 58°-08'-14" West, 471.32 feet along the southerly line of said Erie Metroparks lands and along the northerly line of said Cleveland Road to a point at the southwesterly corner of said Erie Metroparks lands;

COURSE NO. 2: Thence North 14°-18'-53" East, 814.66 feet along the westerly line of said Erie Metroparks lands to a point;

COURSE NO. 3: Thence South 78°-49'-02" East, 396.27 feet to a point on the easterly line of said Erie Metroparks lands and on the westerly line of the lands conveyed to the City of Sandusky by deed in RN 200714534, West Parcel;

COURSE NO. 4: Thence South 11°-10'-24" West, 979.88 feet along the easterly line of said Erie Metroparks lands, along the westerly line of said City of Sandusky lands and along the westerly line of said Cedar Point Park, LLC lands to the True Place of Beginning and containing 8.6592 acres of land, more or less, as determined in February 2019 by Adam D. Treat, P.S. 8058 for Environmental Design Group under project number 16-00259-050 and being subject to all legal highways, easements and restrictions of record.

The community impact people.

Page 1 of 2

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT





March 17, 2019

THE CANOPY WALK PARK & TRAIL EASEMENT DESCRIPTION
TO THE CITY OF SANDUSKY
8.6592 ACRE EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project. All pins set are 5/8-inch diameter by 30 inches long rebar with an identification cap stamped "Environ. Design Group, Akron, Ohio".

This described easement is 8.6592 acres within Erie County Auditor Parcel Number 57-62420.000.

Adam D. Treat

ADAM D. TREAT, P.S.

Ohio Registered Professional Surveyor No. 8058





March 17, 2019

**THE POINT EASEMENT DESCRIPTION
TO THE CITY OF SANDUSKY
2.8720 ACRE EASEMENT**

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Erie Metroparks by deed in RN 200322577, Kelly Tract Parcel 2 of Erie County Records, said easement being more fully described as follows:

Beginning at a 5/8-inch iron pin found at a northeasterly corner of the lands conveyed to Cedar Point Park, LLC by deed in RN 201506962, at a northwesterly corner of the lands conveyed to the City of Sandusky by deed in RN 200714534, East Parcel, and on the southerly line of said Erie Metroparks lands, said iron pin found being the TRUE PLACE OF BEGINNING for the easement area herein described;

COURSE NO. 1: Thence North 67°-50'-36" West, 331.24 feet along the southerly line of said Erie Metroparks lands to a point;

COURSE NO. 2: Thence North 04°-14'-02" West, 110.29 feet to a point;

COURSE NO. 3: Thence North 85°-49'-18" East, 522.17 feet to a point;

COURSE NO. 4: Thence South 04°-14'-02" East, 368.88 feet to a point on the southerly line of said Erie Metroparks lands;

COURSE NO. 5: Thence North 67°-50'-36" West, 251.68 feet to the True Place of Beginning and containing 2.8720 acres of land, more or less, as determined in February 2019 by Adam D. Treat, P.S. 8058 for Environmental Design Group under project number 16-00259-050 and being subject to all legal highways, easements and restrictions of record.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project. All pins set are 5/8-inch diameter by 30 inches long rebar with an identification cap stamped "Environ. Design Group, Akron, Ohio". This described easement is 2.8720 acres within Erie County Auditor Parcel Number 57-62420.000.

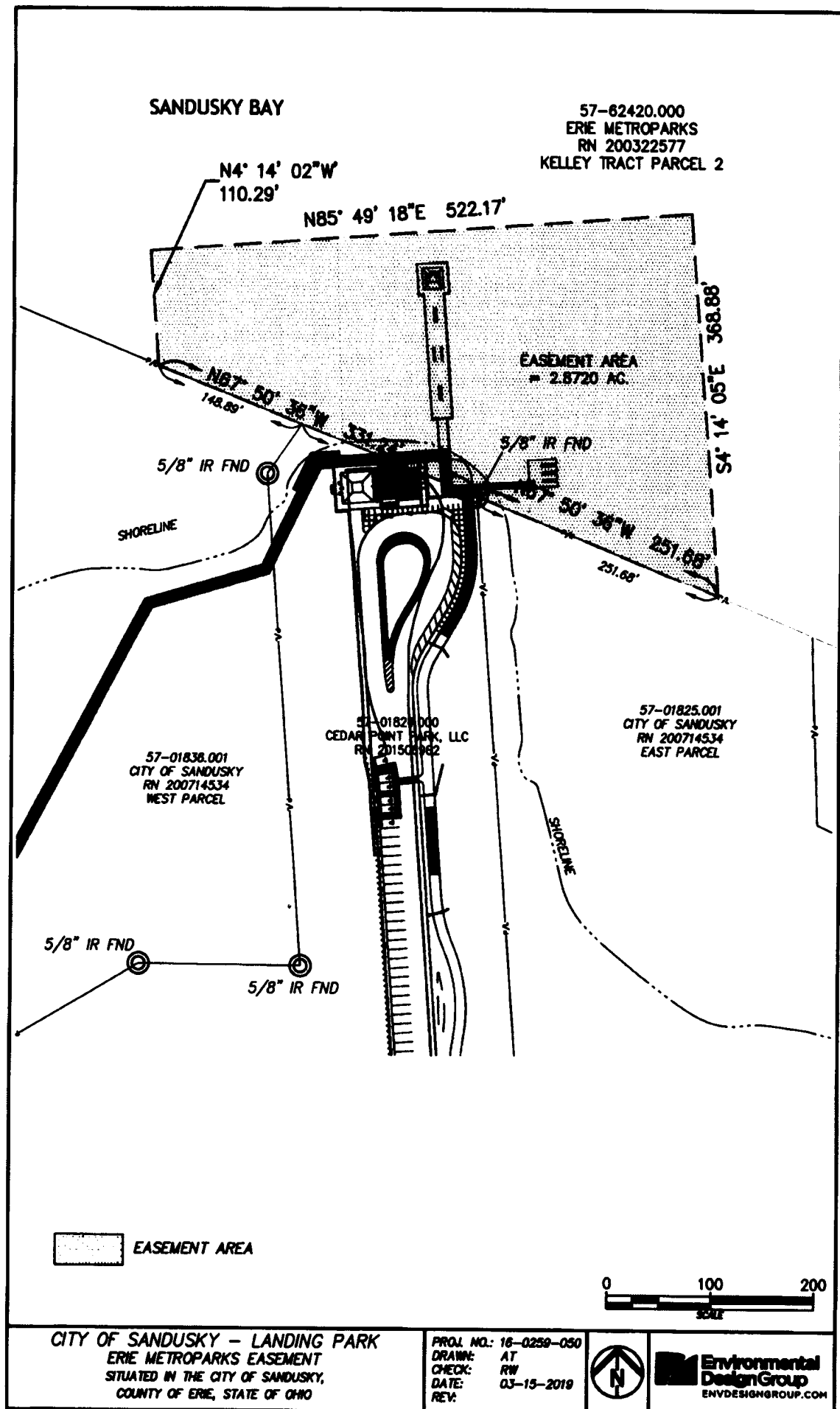
ADAM D. TREAT, P.S.

Ohio Registered Professional Surveyor No. 8058

*The community impact people.*

Page 1 of 1





Transferred
In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code.

FEE \$ _____

Exempt: ☒

R.E. TRANSFER:

\$ _____

Richard H. Jeffrey
Erie County Auditor

Trans. Fees: \$ 8

Date: 9/14/2020 By: [Signature]

TRANSFER NOT NECESSARY

Per O.R.C. 319.203
[Signature]
Erie County Auditor/Engineer
Date: 9/14/2020

**TEMPORARY CONSTRUCTION AND
PERMANENT UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between THE BOARD OF PARK COMMISSIONS OF THE ERIE METROPARKS (a political subdivision under the provisions of Section 1545.07 of the Ohio Revised Code herein called "MetroParks") and THE CITY OF SANDUSKY (an Ohio chartered municipal corporation, herein called "City of Sandusky").

RECITALS

A. WHEREAS, MetroParks owns 230.64 acres of real property located off of Cleveland Road, in the City of Sandusky, Erie County, Ohio, which is known as Erie County Permanent Parcel Number 57-62420.000 (herein called "MetroParks Property"); and

B. WHEREAS, the City of Sandusky owns several parcels of contiguous real property adjacent to the MetroParks Property, including the following Permanent Parcel Numbers: 57-01824.000, 57-01824.003, 57-01824.004 (herein collectively called the "City Contiguous Property"); and

C. WHEREAS, the City of Sandusky intends to develop the City Contiguous Property into a public park (commonly known as "Landing Park"), which must be utilized exclusively for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling paddle boarding, running trails and related facilities and improvements, such as a parking areas, walks, paths, boardwalks, education and observation facilities, playground and picnic areas, traffic-control facilities and improvements, flood and erosion-control facilities and improvements, or other non-commercial public amenities (herein called "Public Recreational Purposes"); and

D. WHEREAS, the City of Sandusky's intended utilization of the City Contiguous Property for Public Recreational Purposes is consistent with the MetroParks' public purposes; and

E. WHEREAS, a specified 2.2062 acre portion of the MetroParks Property (as more fully described on attached Exhibits A & B, and herein called the "Utility Easement Area") is uniquely situated in a location which is feasible to run the necessary utilities lines to and through for the benefit of the City Contiguous Property; and

F. WHEREAS, the Utility Easement Area is located in a such an area which makes it both convenient and cost-efficient to run conduit transmitter lines across the MetroParks Property, underground (for the benefit of the City Contiguous Property and for the development of Landing Park) in order to access the existing public infrastructure, which has been established by public electrical systems (Ohio Edison) adjacent to Cleveland Road; and

G. WHEREAS, the Utility Easement Area is located in such an area which makes it both convenient and cost-efficient to run water storm, sewer, gas, fiber optic, or other similar public utility lines across the MetroParks Property, underground (for the benefit of the City Contiguous Property and for the development of Landing Park) in order to access the existing public water and sewer infrastructure, which has been established by public water/sewer systems (the City of Sandusky) adjacent to Cleveland Road; and

H. WHEREAS, the City of Sandusky has or will obtain the requisite consent and have or will enter into all necessary documentation and agreements with Ohio Edison which will allow the City of Sandusky to access, via the transmitter lines, and tap into the electrical system; and

I. WHEREAS, the City of Sandusky agrees to have its electrical and water consumption separately metered and billed through Ohio Edison and the appropriate tribunals; and

J. WHEREAS, the MetroParks desire to grant the City of Sandusky an easement to allow the City of Sandusky to construct, install and maintain certain transmitter lines and water and sewer lines across the MetroParks' Property, in the Utility Easement Area, in order to access and tie into the electrical infrastructure established by Ohio Edison and the water/sewer infrastructure; and

NOW, THEREFORE, for the sum of One Dollar (\$1.00) to be paid by the City of Sandusky to the MetroParks and for other valuable consideration and the promises made by the respective parties herein, the City of Sandusky and the MetroParks covenant and agree as follows:

1. Grant of Easement

1.1 Utility Easement. The MetroParks, for themselves and for their respective heirs, executors and assigns, hereby convey and grant to the City of Sandusky, a permanent, non-exclusive utility easement under, in, along, across and upon a certain specified portion of the MetroParks Property (a sketch of which is found on attached Exhibit A, which is attached hereto and incorporated by reference herein, and referred to as the "Utility Easement Area", the Utility Easement Area is depicted with hatching on the attached Exhibit A) solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground

conduit, electrical lines, meters, connections, and related equipment, fiber optic, telephone, water/sewer lines natural gas lines and other similar public utilities (the "Improvements"). A legal description of the Utility Easement Area is found on Exhibit B, which is attached hereto and incorporated by reference herein.

1.2 Temporary Construction Easement. The MetroParks, for itself and for its successors and assigns, hereby convey and grant to the City of Sandusky or the water and sewer provider to the City Contiguous Property, to Ohio Edison, or the electricity provider to the City Contiguous Property, and to Columbia Gas, or the natural gas provider of the City Contiguous Property, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the MetroParks Property ("Temporary Easement Area") for use in the initial construction and installation of the Improvements and other construction purposes reasonably related to the initial construction of the Improvements. Prior to commencement of the Temporary Construction Easement, the City of Sandusky and its contractors shall have reasonable access to the MetroParks Property (upon the provision of advanced notice) to conduct all studies, tests, examinations, and surveys necessary to design and construct the Improvements. The granting of the Utility Easement and Temporary Construction Easement is expressly conditioned upon the City of Sandusky performing all necessary maintenance and upkeep on the Improvements to ensure the efficient and proper operation of the City Contiguous Property for Public Recreational Purposes and further is conditioned upon the City of Sandusky's agreement to use its best efforts to finish its construction of the public-park improvements and have the public park open no later than June 30, 2025.

2. Terms of Easements

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land, be binding on the respective parties' successors and future owners of the respective properties and continue in full force and effect until terminated as specified in Section 5.5 herein.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon (a) the date construction of the Improvements are completed; or (b) June 30, 2025, whichever date shall first occur. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of The City of Sandusky in, to and under this Agreement with respect to the Temporary Construction Easement, shall automatically terminate and be of no further force and effect.

3. Reservation by Erie MetroParks / Non-Exclusive Use

All right, title, and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to the MetroParks, provided, however, that MetroParks shall not enact or maintain any buildings which may cause damage to or interfere with the Improvements to be placed within

the Utility Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to The City of Sandusky of installing the Improvements or restoring any of the Easement Areas after such installation.

4. Construction of Utility Improvements

4.1 Costs/Lien-Free Construction. The City of Sandusky shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the MetroParks' Property all costs and expenses of construction and maintenance of the Improvements.

4.2 Compliance With Laws & Existing Restrictions. The City of Sandusky shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time, including, but not limited to, all Environmental Protection Agency regulations. All Improvements shall be constructed and maintained in such a manner as to not conflict with the MetroParks' conservation and public recreational policies and objectives and shall be in conformity with all restrictions and mandates of the existing conversation easements, trail easements and restrictions which the MetroParks Property is current subject to, including, but not limited to those restrictions and mandates found within RN 20071450, RN 200714533, and RN 200322578 of the Official Records of Erie County, Ohio .

4.3 Restoration. In the event the surface of any easement area is disturbed by the City of Sandusky exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

5. General Provisions

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

5.2 Insurance. The City of Sandusky shall maintain proper levels of liability insurance by reason of the location, construction, installation, maintenance and operation the Improvements which are the subject of the Temporary Construction Easement and Utility Easement, as described herein, and shall name the MetroParks as an additional insured on said policies. Upon reasonable request, the City of Sandusky shall provide to the MetroParks written substantiation of the fact that such mandated insurance coverage is in full force and effect.

5.3 Effective Date. This Agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by

registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Choice of Law / Venue. In the event any disputes arise between the parties regarding the enforcement, interpretation or effect of this Agreement, the parties agree that Ohio law shall govern and that the State Courts of Erie County, Ohio shall be the exclusive venue to resolve said disputes.

5.6 Termination. If The City of Sandusky fails to: (a) maintain or keep the Improvements in proper working condition; or (b) ceases use of the City Contiguous Property for the stated Public Recreational Purposes, the easement rights afforded to The City of Sandusky pursuant to this Agreement shall terminate.

5.7 Repair and Maintenance. The City of Sandusky, or its designee, shall, at all times, keep the Improvements in good repair and proper operating condition as to not negatively impact the preservation and recreational nature of the MetroParks Property. The City of Sandusky shall exclusively be responsible for all maintenance and repair costs associated with the obligations set forth in this Section 5.6. Failure to comply with the mandates of this Section 5.6 may result in termination of the easement rights afforded to The City of Sandusky herein.

5.8 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

[SIGNATURE PROVISIONS ON SUBSEQUENT PAGE]

IN WITNESS of this, the undersigned have executed this Agreement as of this _____ day of _____, 2020.

THE CITY OF SANDUSKY

By: 

Date

08-12-20

-The City of Sandusky-

ERIE METROPARKS

By: 
Amy Bowman Moore, Executive Director

Date

9-10-2020

- Erie MetroParks-

STATE OF OHIO)
):ss
 COUNTY OF ERIE)

On this 12th day of August, 2020 before me, personally appeared Eric L. Wobser authorized representative of The City of Sandusky, the grantee in the aforesated Easement Agreement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of The City of Sandusky.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Paige R Doster
 Notary Public

My Appointment Expires 1/26/2025

STATE OF OHIO)
):ss
 COUNTY OF ERIE)

On this 10th day of September, 2020 before me, personally appeared Amy Bowman-Moore authorized representative of Erie Metroparks, the grantor in the aforesated Easement Agreement, and acknowledged said instrument to be his/her free and voluntary act and deed and the act of Erie Metroparks.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Suzanne M Daniel
 Notary Public

My Appointment Expires July 14, 2025

Instrument prepared by:
 James E. Peters, Esq.
 Reminger Co., L.P.A.
 237 W. Washington Row, 2nd Floor
 Sandusky, Ohio 44870
 419-609-1311



March 15, 2019

**THE CANOPY WALK UTILITY EASEMENT DESCRIPTION
TO THE CITY OF SANDUSKY
2.2062 ACRE EASEMENT**

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Erie Metroparks by deed in RN 200322577, Kelly Tract Parcels 1 and 2 of Erie County Records, said easement being more fully described as follows:

Beginning at a 5/8-inch iron pin found at a southwesterly corner of the lands conveyed to Cedar Point Park, LLC by deed in RN 201600753, Conservation Area, on a northerly line of Cleveland Road (U.S. 6) (R/W Varies) and at a southeasterly corner of said Erie Metroparks lands, said iron pin found being the TRUE PLACE OF BEGINNING for the easement area herein described;

COURSE NO. 1: Thence North 58°-08'-14" West, 106.89 feet along the southerly line of said Erie Metroparks lands and along the northerly line of said Cleveland Road to a point;

COURSE NO. 2: Thence North 11°-10'-24" East, 942.13 feet to a point;

COURSE NO. 3: Thence South 78°-49'-02" East, 100.00 feet to a point on the easterly line of said Erie Metroparks lands and on the westerly line of the lands conveyed to the City of Sandusky by deed in RN 200714534, West Parcel;

COURSE NO. 4: Thence South 11°-10'-24" West, 979.88 feet along the easterly line of said Erie Metroparks lands, along the westerly line of said City of Sandusky lands and along the westerly line of said Cedar Point Park, LLC lands to the True Place of Beginning and containing 2.2062 acres of land, more or less, as determined in February 2019 by Adam D. Treat, P.S. 8058 for Environmental Design Group under project number 16-00259-050 and being subject to all legal highways, easements and restrictions of record.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project. All pins set are 5/8-inch diameter by 30 inches long rebar with an identification cap stamped "Environ. Design Group, Akron, Ohio". This described easement is 2.2062 acres within Erie County Auditor Parcel Number 57-62420.000.

Adam D. Treat

ADAM D. TREAT, P.S.

Ohio Registered Professional Surveyor No. 8058

*The community impact people.*

Page 1 of 1

CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE / PLANNING / SURVEYING / ENVIRONMENTAL SERVICES / CONSTRUCTION MANAGEMENT



Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE \$	
Exempt: <input checked="" type="checkbox"/>	
R.E. TRANSFER:	
\$	
Richard H. Jeffrey Erie County Auditor	
Trans. Fees: \$	
Date: 11/30/21	By: [Signature]

Per O.R.C. 319.203

Erie County Auditor/Engineer

Date

TRANSFER NOT NECESSARY

Richard H. Jeffrey
ERIE COUNTY AUDITOR

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENT, that CEDAR POINT PARK, LLC, a Delaware limited liability company ("Grantor"), hereby grants and conveys to the CITY OF SANDUSKY, OHIO, a political subdivision of the State of Ohio, with its offices located at 222 Meigs Street, Sandusky, OH 44870 ("Grantee"), with limited warranty covenants, the easements described in Exhibit A hereto ("Property").

SUBJECT, HOWEVER, to (1) real-estate taxes and assessments, which are not due and payable at the time this Deed is filed for record; (2) zoning ordinances and regulations; (3) restrictions, reservations, easements, and conditions of record; and (4) the Deed Restrictions set forth below; and further, that the Property shall automatically revert to Grantor, Cedar Point Park, LLC, or its successors or assigns free and clear of any claims of the Grantee in the event that (i) Grantee fails to comply with the Deed Restrictions, including the purposes set forth herein, and such failure is not cured by Grantee within sixty (60) days after written notice from Grantor describing the violation, and (ii) Grantee ceases operating the Property as a public recreational park, it being understood that temporary closures for purposes of repairs and improvements do not qualify as cessation of operation. The Deed Restrictions (i) are irrevocable, (ii) shall remain in effect and shall not terminate or merge upon reversion of the Property to Grantor, its successors and/or assigns, and (iii) Grantor, its successors and assigns shall be bound by the Deed Restrictions.

FURTHERMORE, for and in consideration of the facts recited above, the following irrevocable Deed Restrictions (the "Deed Restrictions") are hereby placed on the Property for the overall purpose of restoring the Property to a predominantly natural state; creating a public park consistent with the restoration of the Property; and to protect the Property's natural state:

- a. Use as a Public Park. The Property may only be used for recreational and educational public-park land uses, including walking, biking, kayaking, canoeing, rowing, sculling, paddle boarding, running trails and related facilities and improvements, such as parking areas, walks, paths, boardwalks, educational and observation facilities, playground and picnic areas, traffic-control facilities and improvements, fencing, utilities, restrooms, stormwater management facilities and improvements, flood and erosion-control facilities and improvements, or other non-commercial park amenities. Grantor and Grantee agree that the intent of both parties is to activate the Property with public recreational and educational activities to promote local recreation, education, and tourism. The Property may not be used in a manner that competes with Grantor's adjacent for-profit facilities by diverting activities away from Grantor's facilities to activities conducted at the Property.

- b. Naming Rights; Commercial Signage. The written approval of Cedar Point Park, LLC, or any of its successors and assigns, shall be required for (i) the naming of the Property or any portions thereof, including any trails or other development/improvements on the Property permitted hereunder, or (ii) the placement of any signage of a commercial nature on the Property. Grantee shall submit any request for such approval or denial in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- c. Subdivision. The legal division or subdivision of the Property is prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- d. Drilling. The exploration and drilling for, and extraction of oil and gas from any site on the Property are prohibited without Grantor's written approval. Grantee shall submit any request for such approval in writing to Grantor or, if applicable, its successor's chief legal counsel. Failure to respond within sixty (60) calendar days after receipt of the written request, shall be deemed to constitute approval by Grantor or, if applicable, its successor.
- e. Mining/Excavation. All quarrying, mining, excavation, depositing, or extracting of soil, sand, gravel, rock, or other minerals is prohibited, except as needed to restore/enhance the Property for use as a public recreational park as intended and subject to the restrictions set forth herein.
- f. Hazardous Substances. Dumping, depositing, discharging, releasing, or abandoning any solid or hazardous waste, hazardous substances or material, pollutant, or environmentally harmful debris on or under the Property, or into the surface or ground water on or under the land is prohibited; except such prohibition shall not apply to fertilizers, pesticides, herbicides, and other similar products not prohibited by governmental agencies. Any chemicals shall be used in accordance with the manufacturer's specifications, in compliance with all applicable laws and regulations; and, in conformance with the intent of this conveyance for the restoration of the Property and the management of it as a natural area and park.
- g. Trash. The dumping, burying, or storing of ashes, trash, garbage, or junk on the Property is prohibited. Trash management activities consistent with the use of the Property as a park such as the placement of trash cans and recycling bins for park users and the collection of trash and recycling from these bins are permitted.
- h. Power Lines; Communications Towers. The placement, erection, or construction of above-ground power lines on the property is prohibited. The construction of communications and/or broadcast towers or structures of any type is prohibited on the Property.

- i. Non-Smoking. To the greatest extent allowed by law, smoking shall not be permitted on the Property.
- j. No Sale of Property. Grantee shall not offer the Property for sale without first submitting a written offer to sell the property to Grantor for One Hundred and 00/100 Dollars (\$100.00). Grantor shall have thirty (30) days from the date of receipt of the offer to provide written acceptance. If Grantor does not accept the offer, then Grantee may sell the property subject to the restrictions contained herein and the Donation Agreement under which the Property was conveyed from Grantor to Grantee.
- k. Storm and Drainage Management. Nothing contained in these Deed Restrictions shall prohibit or limit Grantee's right to place, construct, install, maintain, operate, repair, remove or restore flood, erosion, and storm water or drainage management structures and improvements, nor shall these Deed Restrictions prohibit or limit Grantee from taking or causing to be taken any other actions, as may be necessary or appropriate, to comply with applicable laws, ordinances, rules or regulations of any governmental authority having jurisdiction over Grantee and the Property, or to remediate, correct, manage, repair, restore or otherwise address any latent or patent defects, violations, contamination, or damage to the Property, including, without limitation, damage to structures and vegetation caused by fire, flood, storm, earth movement or other casualty, or acts beyond the control of Grantee.
- l. Completion of Construction. Grantee shall exercise best efforts to finish its construction of the public-park improvements and have the public park open no later than June 30, 2027.

Grantor and Grantee acknowledge and agree that any common law or statutory rule against perpetuities law does not apply to any right, interest, option, or estate in property created hereunder or pursuant hereto as Grantor's right of reverter is neither an executory interest nor a contingent remainder. In the event that a court of law were to determine that any common law or statutory rule against perpetuities is held to apply to any such right, interest, option, or estate, if such right, interest, option, or estate in property conveyed by this Deed does not vest upon the recording of this Deed, the Grantor and Grantee hereby agree that such right, option, interest, or estate shall vest, if at all, within twenty-one (21) years less five (5) days after the death of the last surviving descendant of George H.W. Bush (the 41st President of the United States), who is living on the date of the recording of this Deed. Notwithstanding the limitation in the preceding sentence, Grantor and Grantee agree and intend that a court finding any common law or statutory rule against perpetuities applicable shall reform such right, interest, option, or estate so that such right, interest, option, or estate is exercisable for the longest period permissible under such rule, including such longer time as may be authorized by any statutory rule against perpetuities, if by such reformation such right, interest, option, or estate would be exercisable for a period longer than that provided in the preceding sentence.

IN WITNESS WHEREOF, the Grantor sets its hand this 30th day of September, 2021.

GRANTOR:

CEDAR POINT PARK LLC,
a Delaware limited liability company

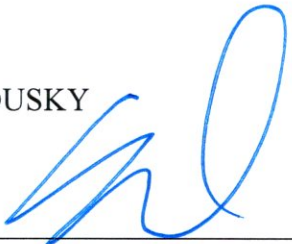
By: 

Name: BRIAN C. WITHEROW

Its: EVP & CFO

GRANTEE:

CITY OF SANDUSKY

By: 

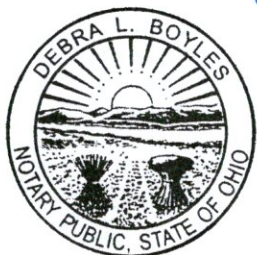
Name: Eric L. Wobser

Its: city manager

STATE OF OHIO)
)
COUNTY OF Erie) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CEDAR POINT PARK, LLC, a Delaware limited liability company, by and through Brian Witherow, its EVPCFO, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio this 30th day of September, 2021.



DEBRA L. BOYLES
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
May 22, 2023

Debra L. Boyles
Notary Public

STATE OF OHIO)
)
COUNTY OF ERIE) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named CITY OF SANDUSKY, OHIO, by and through Eric Wobser, its City Manager who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of such limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Sandusky, Ohio this 5 day of October, 2021.

Leslie Mesenburg
NOTARY PUBLIC

This instrument prepared by:
Brendan Heil, Esq.
Director of Law
City of Sandusky
240 Columbus Avenue
Sandusky, OH 44870



LESLIE MESENBURG
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
June 8, 2022



August 12, 2021

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County Records and being more fully described as follows:

Commencing at the southeasterly corner of parcel number 57-05722.000;

1. Thence **S 43° 04' 18" West, 54.47 feet** to a point the east line of Harbour Parkway and the True Place of Beginning for the area intended to be described herein;
2. Thence **116.04 feet** along a curve to the RIGHT, having a radius of 95.00 feet, and chord that bears **N 11° 58' 33" E, 108.96 feet** to a point;
3. Thence **18.69 feet** along a curve to the LEFT, having a radius of 15.00 feet, and a chord that bears **N 11° 16' 50" E, 17.50 feet** to a point;
4. Thence **173.16 feet** along a curve to the LEFT, having a radius of 235.00 feet, and a chord that bears **N 45° 30' 59" W, 169.27 feet** to a point;
5. Thence along a curve to the LEFT, having a radius of 135.00 feet, a delta angle of 25.543, and a chord that bears **N 79° 23' 48" W, 59.69 feet** to a point;
6. Thence **S 87° 49' 55" W, 41.37 feet** to a point;
7. Thence **111.71 feet** along a curve to the RIGHT, having a radius of 165.00 feet and a chord that bears **N 72° 46' 19" W, 109.59 feet** to a point;
8. Thence **39.40 feet** along a curve to the LEFT, having a radius of 185.00 feet and a chord that bears **N 59° 27' 37" W, 39.32 feet** to a point;
9. Thence **S 42° 23' 02" W, 24.99 feet** to a point;
10. Thence **N 45° 07' 38" W, 8.55 feet** to a point;
11. Thence **S 44° 52' 22" W, 30.33 feet** to a point;





August 12, 2021

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

12. Thence **N 45° 07' 38" W, 10.00 feet** to a point;
13. Thence **N 44° 52' 22" E, 30.33 feet** to a point;
14. Thence **N 45° 07' 38" W, 21.50 feet** to a point;
15. Thence **N 42° 23' 02" W, 8.25 feet** to a point;
16. Thence **103.75 feet** along a curve to the RIGHT, having a radius of 315.00 feet, and a chord that bears **N 56° 22' 32" W, 103.29 feet** to a point;
17. Thence **N 46° 56' 22" W, 146.18 feet** to a point on a northerly line of PPN 57-05988.000;
18. Thence **N 43° 04' 18" E** along the said northerly line of PPN 57-05988.000, **30.00 feet** to a point;
19. Thence **S 46° 56' 22" E, 146.17 feet** to a point;
20. Thence **117.81 feet** along a curve to the LEFT, having a radius of 285.00 feet, and a chord that bears **S 58° 46' 53" E, 116.97 feet** to a point;
21. Thence **64.72 feet** along a curve to the RIGHT, having a radius of 215.00 feet, and a chord that bears **S 61° 59' 58" E, 64.48 feet** to a point;
22. Thence **91.40** along a curve to the LEFT, having a radius of 135.00 feet and a chord that bears **S 72° 46' 19" E, 89.67 feet** to a point;
23. Thence **N 87° 49' 55" E, 41.37 feet** to a point;
24. Thence **73.56 feet** along a curve to the RIGHT, having a radius of 165.00 feet and a chord that bears **S 79° 23' 48" E, 72.95 feet** to a point;
25. Thence **195.26 feet** along a curve to the RIGHT, having a radius of 265.00 feet and a chord that bears **S 45° 30' 59" E, 190.87 feet** to a point;
26. Thence **56.06 feet** along a curve to the RIGHT, having a radius of 45.00 feet and a chord that bears **S 11° 16' 50" W, 52.50 feet** to a point;



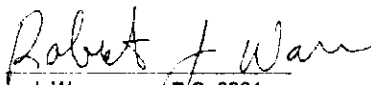
August 12, 2021

CITY OF SANDUSKY
CASTAWAY BAY 1 PERMANENT EASEMENT

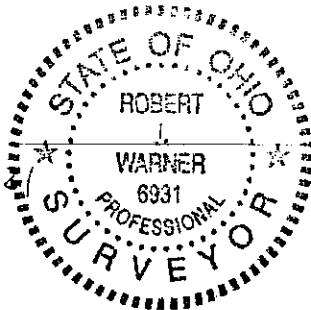
27. Thence **90.18 feet** along a curve to the **LEFT**, having a radius of **65.00 feet** and a chord that bears **S 01° 13' 31" W, 83.12 feet** to a point;
28. Thence **S 32° 31' 05" E, 33.73 feet** to a point;
29. Thence **S 43° 04' 18" W, 16.79 feet** to a point on the easterly line of said Harbour Parkway;
30. Thence **55.66 feet** along the easterly line of said Harbour Parkway and a curve to the **LEFT**, having a radius of **226.89 feet** and a chord that bears **N 39° 52' 01" W, 55.52 feet** to the south line of said PPN 57-06017.000;
31. Thence **S 43° 4' 18" W**, along the south line of PPN 57-06017.000, **5.53 feet** to the True Place of Beginning and containing **0.6345 Acres** of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Numbers 57-05728.224, 57-06017.000 & 57-05988.000.


Robert J. Warner, P.S. 6931

8-15-2021





August 13, 2021

CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County records and being more fully described as follows:

Commencing on the east line of Harbour Parkway at the northeast corner of PPN 57-057288.284;

1. Thence along the north line of PPN 57-057288.284, N 43° 04' 18" E, 16.79 feet to the True Place of Beginning of the area intended to be described herein:

Thence along the east line of a permanent easment grant to the City of Sandusky the following courses:

2. Thence S 32° 31' 05" E, 33.73 feet to a point;
3. Thence 90.18 feet along a curve to the RIGHT, having a radius of 65.00 feet and a chord that bears N 01° 13' 31" E, 83.12 feet to a point;
4. Thence 56.06 feet along a curve to the left, having a radius of 45.00 feet and a chord that bears N 11° 16' 50" E, 52.50 feet to a point;
5. Thence 195.26 feet along a curve to the left, having a radius of 265.00 feet, and a chord that bears N 45° 30' 59" W, 190.87 feet to a point;
6. Thence 73.56 along a curve to the left, having a radius of 165.00 feet and a chord that bears N 79° 23' 48" W, 72.95 feet to a point;
7. Thence S 87° 49' 55" W, 41.37 feet to a point;
8. Thence 91.40 feet along a curve to the RIGHT, having a radius of 135.00 feet and a chord that bears N 72° 49' 19" W, 89.67 feet to a point;
9. Thence 64.72 along a curve to the LEFT, having a radius of 215.00 feet and a chord that bears N 61° 59' 58" W, 64.48 feet to a point;
10. Thence 117.81 along a curve to the RIGHT, having a radius of 285.00 feet and a chord that bears N 58° 46' 53" W, 116.97 feet to a point;



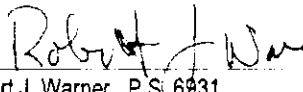
August 13, 2021

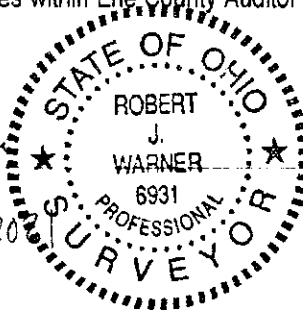
CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 1

10. Thence N 46° 56' 27" W, 146.17 feet to the northeast corner of said permanent easement;
11. Thence N 43° 04' 18" E, 94.38 feet to a point;
12. Thence S 47° 20' 07" E, 320.01 feet to a point;
13. Thence S 63° 01' 29" E, 85.98 feet to a point;
14. Thence S 46° 07' 26" E, 1212.21 feet to a point;
15. Thence S 41° 15' 26" W, 99.67 feet to a point;
16. Thence S 35° 00' 18" E, 66.90 feet to a point;
17. Thence S 43° 04' 18" W, 30.03 feet to The True Place of Beginning and containing 0.9571 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-06017.000, 57-05728.224 & 57-05988.000.


Robert J. Warner P.S. 6931
8-15-2021





August 13, 2021

CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 201410099 of Erie County records and being more fully described as follows:

Commencing at the southeast corner of parcel number 57-06017.000;

1. Thence along the south line of parcel 57-06017.000, 29.88 feet to the True Place of Beginning of the area intended to be described herein;
2. Thence N15° 0' 17" W, 50.34 feet to a point;
3. Thence N 6° 10' 55" E, 39.44 feet to a point;
4. Thence N17° 3' 46" E, 52.59 feet to a point;
5. Thence N 46° 49' 16" W, 166.88 feet to a point;
6. Thence N 88° 56' 24" W, 113.89 feet to a point;
7. Thence South 45° 45' 08" W, 92.16 feet to a point;
8. Thence N 39° 6' 10" W, 74.52 feet to a point;
9. Thence N 47° 20' 07" E, 320.01 feet;
10. Thence N43° 04' 08" E, 41.40 feet to a point on the west side of a permanent easement granted to the City of Sandusky;

Thence along the west line of the permanent easement grant the following courses:

11. Thence S 46° 56' 22" W, 146.18 feet;
12. Thence 103.75 feet along a curve to the LEFT, having a radius of 315.00 feet, and a chord that bears S 56° 22' 32" E, 103.29 feet to a point;



August 13, 2021

CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

13. Thence S 42° 23' 02" W, 8.25 feet to a point;
14. Thence S 45° 07' 38" E, 21.50 feet to a point;
15. Thence S 44° 52' 22" W, 30.33 feet to a point;
16. Thence S 45° 07' 38" E, 10.00 feet to a point;
17. Thence N 44° 52' 22" E, 30.33 feet to a point;
18. Thence S 45° 07' 38" E, 8.55 feet to a point;
19. Thence N 42° 23' 02" E, 24.99 feet to a point;
20. Thence 39.40 feet along a curve to the RIGHT, having a radius of 185.00 feet and a chord that bears S 59° 27' 37" E, 39.32 feet to a point;
21. Thence 111.71 feet along a curve to the LEFT, having a radius of 165.00 feet and a chord that bears S 72° 46' 19" E, 109.59 feet to a point;
22. Thence N 87° 49' 55" E, 41.37 feet to a point;
23. Thence 60.18 feet along a curve to the RIGHT, having a radius of 135.00 feet and a chord that bears S 79° 23' 48" E, 59.69 feet to a point;
24. Thence 173.16 feet along a curve to the RIGHT, having a radius of 235.00 feet, and a chord that bears S 15° 30' 59" E, 169.27 feet to a point;
25. Thence 18.69 along a curve to the RIGHT, having a radius of 15.00 feet and a chord that bears S 11° 16' 50" W, 17.50 feet to a point;
26. Thence 116.04 feet along a curve to the LEFT, having a radius of 95.00 feet and a chord that bears S 11° 58' 33" W, 108.96 feet to a point on the south line of PPN 57-06017.000;



August 13, 2021

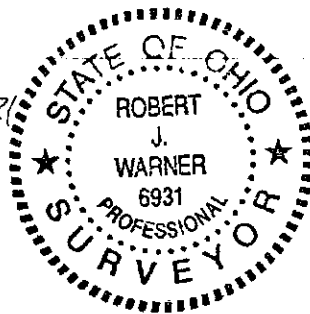
CITY OF SANDUSKY
CASTAWAY BAY TEMPORARY EASEMENT 2

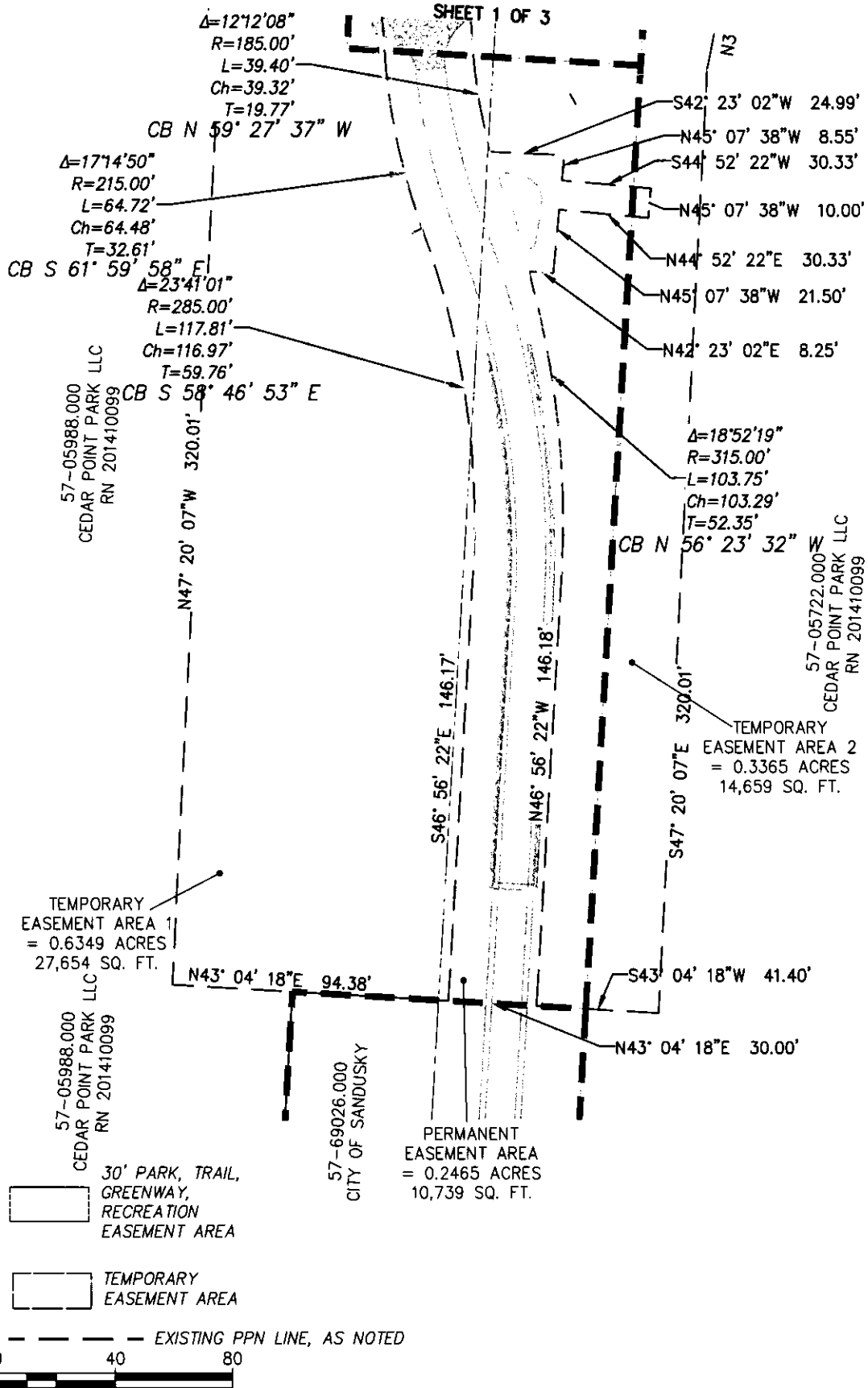
27. Thence S 43° 04' 18" W, 24.58 feet to the True Place of Beginning and containing 0.7831 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-06017.000, 57-05728.224 & 57-05722.00.

Robert J. Warner
Robert J. Warner P.S. 6931
8-15-2021



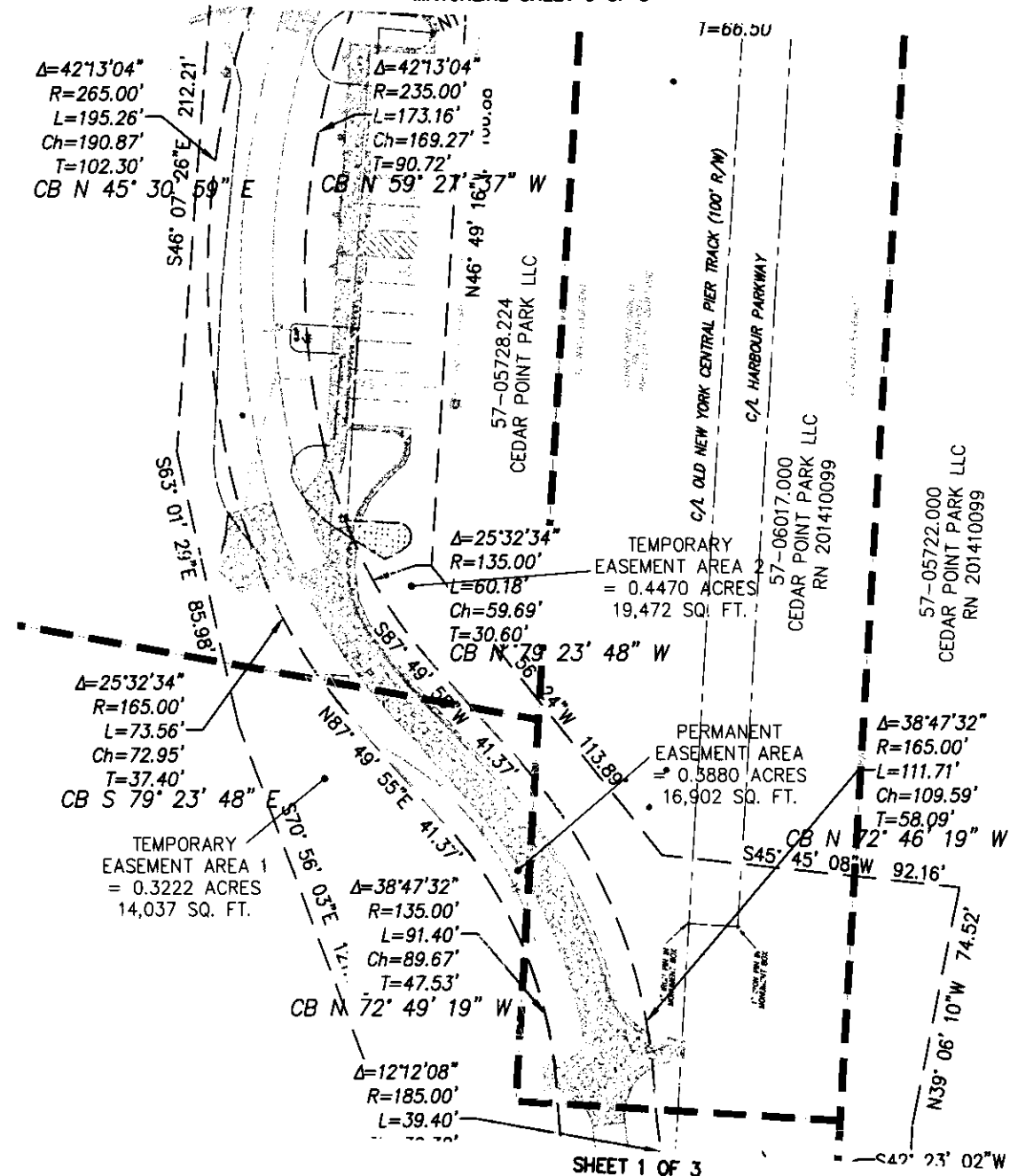


CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC. EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

PROJ. NO.: 16-0259-050
DRAWN: AT
CHECK: RW
DATE: 07-12-2021
REV:



Environmental Design Group
ENVDESIGNGROUP.COM



SHEET 1 OF 3

57-05988.000
 CEDAR POINT PARK LLC
 RN 201410099

30' PARK, TRAIL,
 GREENWAY,
 RECREATION
 EASEMENT AREA

TEMPORARY
 EASEMENT AREA

--- EXISTING PPN LINE, AS NOTED



CITY OF SANDUSKY - LANDING PARK
 CEDAR POINT PARK LLC. EASEMENTS
 SITUATED IN THE CITY OF SANDUSKY,
 COUNTY OF ERIE, STATE OF OHIO

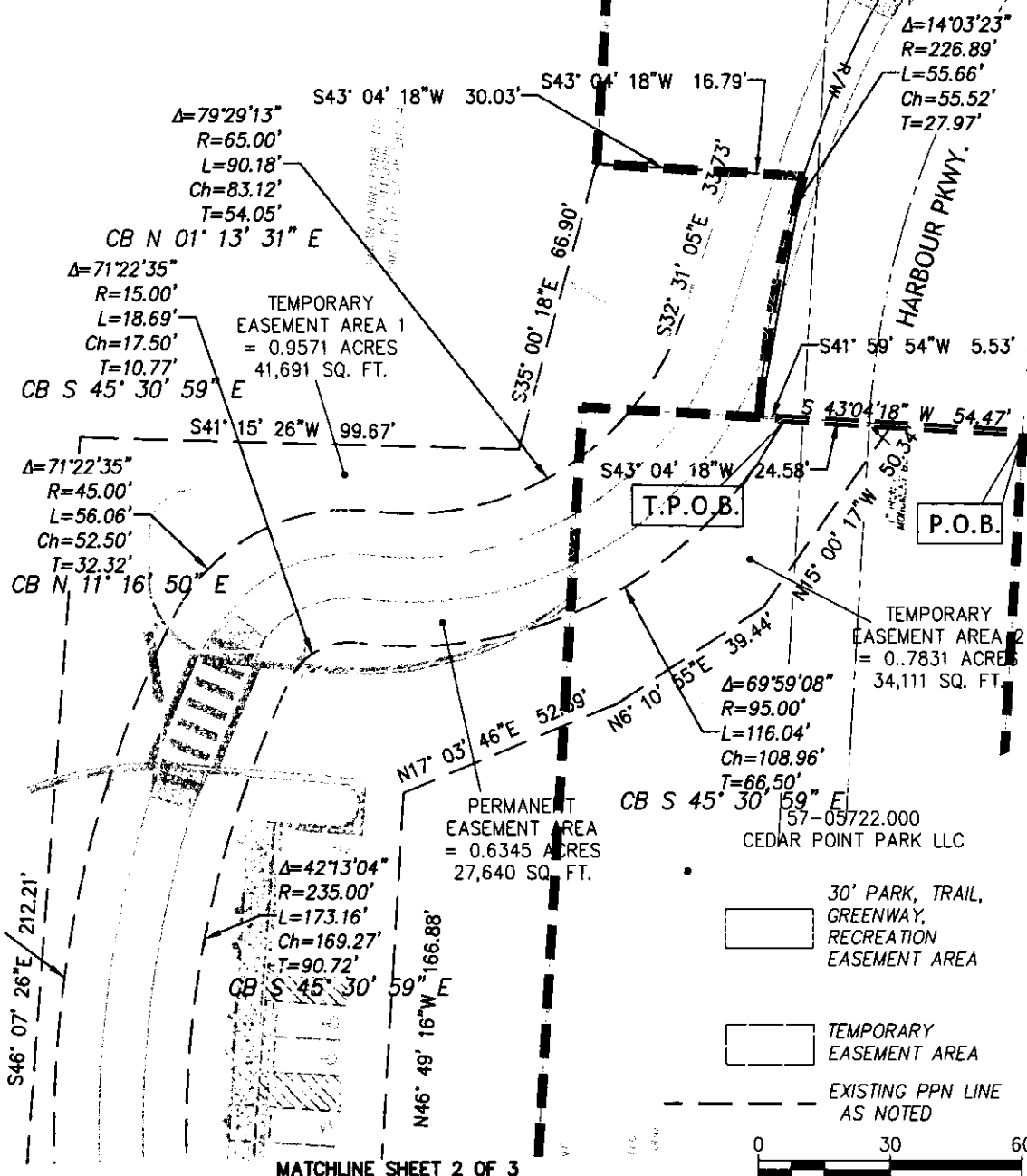
PROJ. NO.: 16-0259-050
 DRAWN: AT
 CHECK: RW
 DATE: 07-12-2021
 REV:



**Environmental
 Design Group**
 ENVDESIGNGROUP.COM

57-05722.224
THE HARBOUR HOME
OWNERS ASSOCIATION INC.

57-05728.224
CEDAR POINT PARK LLC



MATCHLINE SHEET 2 OF 3

CITY OF SANDUSKY - LANDING PARK
CEDAR POINT PARK LLC. EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

PROJ. NO.: 16-0259-050
DRAWN: AT
CHECK: RW
DATE: 07-12-2021
REV:



**Environmental
Design Group**
ENVDESIGNGROUP.COM



August 11, 2021

CITY OF SANDUSKY
CASTAWAY BAY 2 PERMANENT EASEMENT

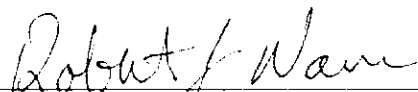
Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 1 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed recorded in RN 201410099 of Sandusky County records and being more fully described as follows:

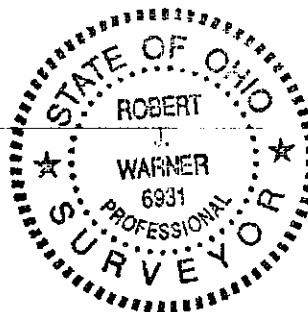
Commencing from a point at the northeasterly corner of parcel number 57-05722.002;

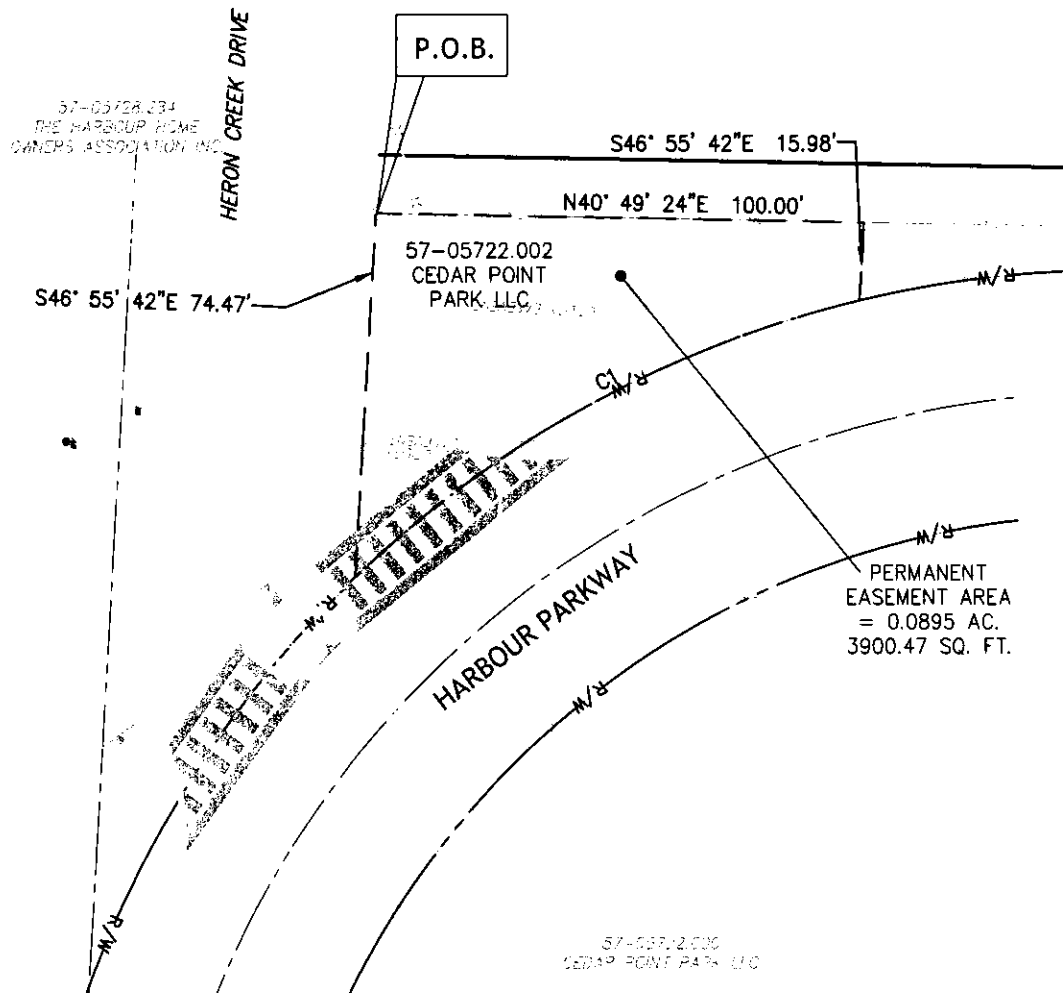
1. Thence **S40° 49' 24" W, 100.00** feet to a point;
2. Thence **S 46° 55' 42" E, 15.98** feet to a point on the southeasterly line of Harbour Parkway (50' R/W);
3. Thence **119.20** feet along the southeasterly line of said Harbour Parkway and the arc of a curve to the Left, having a radius of **225.00** feet and a chord of **117.81** feet that bears **North 11° 21' 17" East**, to a point;
4. Thence **S 46° 55' 42" E**, along the north line of said parcel 57-05722.002, **74.47** feet to the PLACE OF BEGINNING and containing 0.0895 acres of land, more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05722.002.

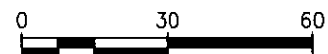

Robert J. Warner P.S. 6931 8-11-2021





CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	119.20'	225.00'	030°21'17"	S11° 04' 57"W	117.81'

PARK, TRAIL,
GREENWAY,
RECREATION
EASEMENT AREA



CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC. EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

PROJ. NO.: 16-00259-050
DRAWN: AT
CHECK: RW
DATE: 08-06-2021
REV:



**Environmental
Design Group**
ENVDESIGNGROUP.COM



August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.002 TEMPORARY EASEMENT

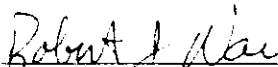
Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.002;

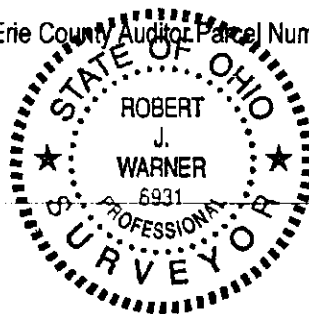
1. Thence N 31° 24' 53" E along the north line of said PPN 57-05874.002, 7.83 feet to a point;
2. Thence S 67° 19' 14" E, 22.32 feet to a point;
3. Thence S 63° 08' 13" E, 130.04 feet to a point;
4. Thence S 31° 53' 33" W, 6.64 feet to a point;
5. Thence S 59° 26' 34" E, 55.48 feet to a point on the south line of said PPN 57-05874.002;
6. Thence S 31° 09' 11" W, along the south line of PPN 57-05874.002, 12.73 feet to the west line of said parcel;
7. Thence 207.19 feet along the west line of said PPN 57-05874.002 and the arc of a curve having a radius of 11499.20 feet and a chord of 207.18 feet that bears N 59° 25' 00" W to the Place of Beginning and containing 0.0644 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.002


Robert J. Warner, P.S. 6931

8-16-2021



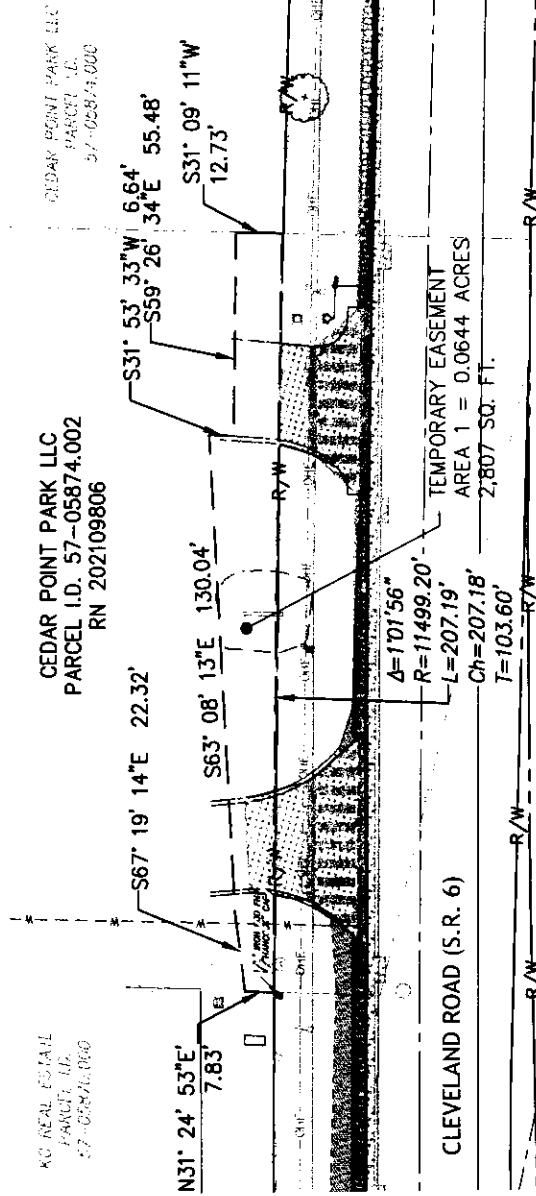
Page 1 of 1

The community impact people.



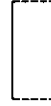
PROJ. NO.: 16-0259-050
DRAWN: TC
CHECK: AT
DATE: 08-16-2021
REV:

CITY OF SANDUSKY - LANDING PARK
CEDAR POINT PARK LLC EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO

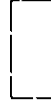


LEGEND

30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)



TEMPORARY EASEMENT AREA





August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 PERMENENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.000;

1. Thence 143.31 feet along the west line of said PPN 57-05874.000 and the arc of a curve to the left having a radius of 11499.20 feet and a chord of 143.31 feet that bears S 58° 32' 37" E to a point;
2. Thence S 59° 09' 40" E along the said west line, 10.24 feet to the True Place of Beginning for the easement area intended to be described herein;
3. Thence 66.09 feet along the arc of a curve to the right having a radius of 31.00 feet and a chord of 54.26 feet that bears S 72° 50' 20" E to a point;
4. Thence 17.16 feet along the arc of a curve to the left having a radius of 190.00 feet and a chord of 17.15 feet that bears S 81° 38' 54" E to a point;
5. Thence S 84° 14' 09" W, 627.46 feet to the south line of said PPN 57-05874.000;
6. Thence S 14° 18' 53" W along the said south line, 30.34 feet to a point;
7. Thence N 84° 14' 09" W, 593.13 feet to a point on the west line of said PPN 57-05874.000;
8. Thence N 58° 08' 14" W along the said west line, 94.33 feet to the True Place of Beginning and containing 0.4498 acres more or less.

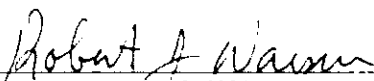


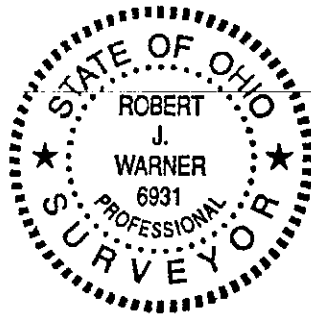
August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 PERMENENT EASEMENT

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021





August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.00 TEMPORARY EASEMENT No. 1

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

Commencing at the northwesterly corner of parcel number 57-05874.000;

1. Thence N 31° 09' 11" E along the north line of said PPN 57-05874.000, 6.41 feet;
2. Thence S 63° 44' 12" E, 84.63 feet to a point;
3. Thence S 60° 27' 52" E, 53.96 feet to a point;
4. Thence S 82° 48' 56" E, 90.87 feet to a point;
5. Thence S 26° 53' 10" E, 20.33 feet to a point;
6. Thence S 05° 45' 51" W, 13.16 feet to a point on the east line of a permanent easement granted to the City of Sandusky;
7. Thence N 84° 14' 09" W along said easement line, 15.44 feet;
8. Thence 17.16 feet along the arc of a curve to the right having a radius of 190.00 feet and a chord of 17.15 feet that bears N 81° 38' 54" W to a point;
9. Thence 66.09 feet along the arc of a curve to the left having a radius of 31.00 feet and a chord of 54.26 feet that bears N 72° 50' 20" W to a point on the west line of said PPN 57-05874.000;
10. Thence S 59° 09' 40" E along the said west line, 10.24 feet to a point;
11. Thence 143.31 feet along the west line of said PPN 57-05874.000 and the arc of a curve to the right having a radius of 11499.20 feet and a chord of 143.31 feet that bears N 58° 32' 37" W to the True Place of Beginning for the easement area intended to be described herein containing 0.0863 acres more or less.



August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.00 TEMPORARY EASEMENT No. 1

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000

Robert J. Warner
Robert J. Warner P.S. 6931
8-16-2021

A circular professional seal for Robert J. Warner, a Professional Surveyor in the State of Ohio. The seal features the text "STATE OF OHIO" at the top, "ROBERT J. WARNER" in the center, "6931" below the name, and "PROFESSIONAL SURVEYOR" at the bottom, flanked by two stars.



August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 TEMPORARY EASEMENT No. 2

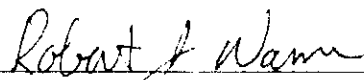
Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

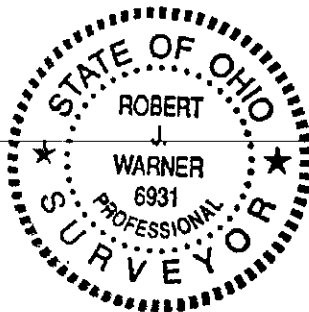
Commencing at the southwesterly corner of parcel number 57-05874.000;

1. Thence N 14° 18' 53" E along the south line of said PPN 57-05874.000, 304.00 feet to a point on the east line of permanent easement granted to the City of Sandusky and the True Place of Beginning for the area intended to be described herein;
2. Thence N 84° 14' 09" W along the said east line, 165.80 feet to a point;
3. Thence N 05° 45' 51" E, 14.10 feet to a point;
4. Thence S 84° 14' 09" E, 167.92 feet the south line of said PPN 57-05874.000;
5. Thence S 14° 18' 53" W along the said south line 14.26 feet to the True Place of Beginning and containing 0.0540 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000


Robert J. Warner, P.S. 6931
8-16-2021





August 16, 2021

CITY OF SANDUSKY
PPN 57-05874.000 TEMPORARY EASEMENT No. 3

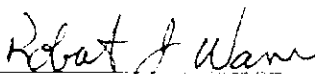
Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Outlot 4 in Darling's Survey East of Sycamore Line in Ward 2 of the City of Sandusky, and also being part of those lands conveyed to Cedar Point Park, LLC, by deed in RN 202106806 of Erie County Records and being more fully described as follows:

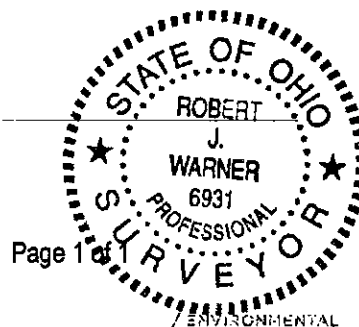
Commencing at the southwesterly corner of parcel number 57-05874.000;

1. Thence N 14° 18' 53" E along the south line of said PPN 57-05874.000, 220.27 feet to the True Place of Beginning for the area intended to be described herein;
2. Thence N 84° 13' 00" W, 62.44 feet to a point;
3. Thence N 04° 56' 06" E, 39.89 feet to a point;
4. Thence N 84° 14' 09" W, 495.90 feet the west line of said PPN 57-05874.000;
5. Thence N 58° 08' 14" W along the west line of said parcel, 29.30 feet the west line of a permanent easement granted to the City of Sandusky;
6. Thence S 84° 14' 09" E along the said west line, 593.13 feet the south line of said PPN 57-05874.000;
7. Thence S 14° 18' 53" W along the said south line 43.28 feet to the True Place of Beginning and containing 0.2315 Acres of land more or less.

This easement description and basis of bearing are based on a survey as provided by Contractors Design Engineering, LTD. to Environmental Design Group for this project.

The above described easement lies within Erie County Auditor Parcel Number 57-05874.000



Robert J. Warner, P.S. 6931
8-16-2021



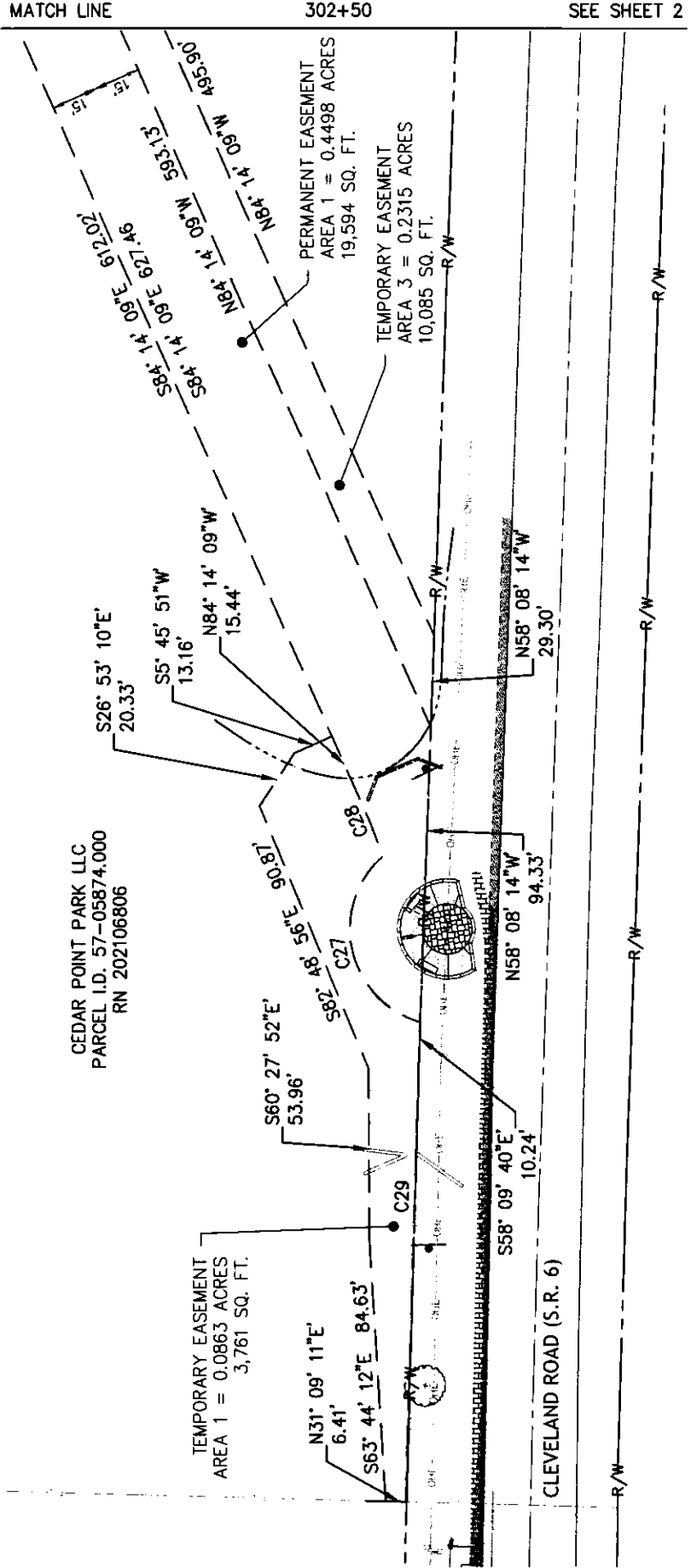
The community impact people.

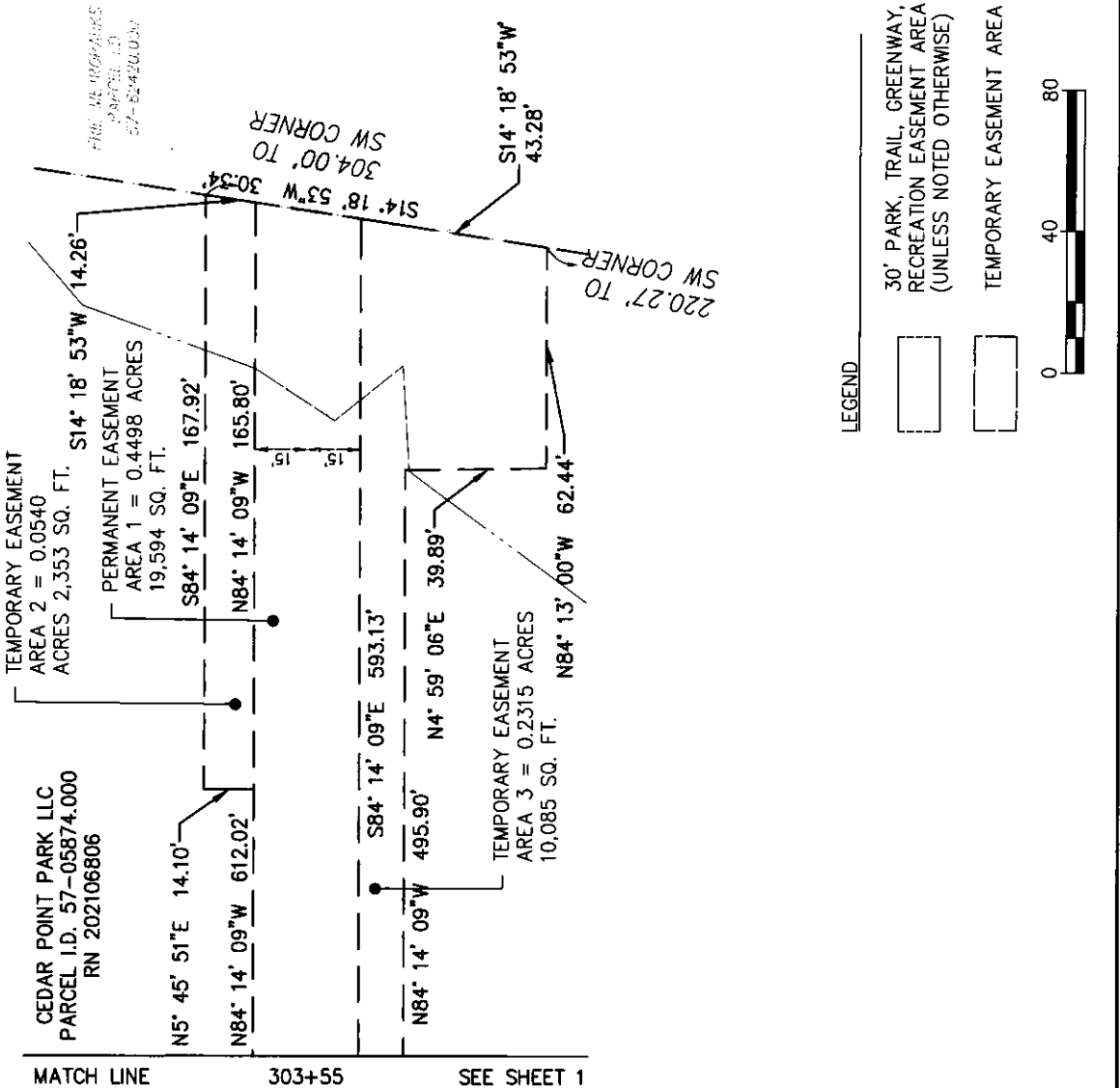
30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)

TEMPORARY EASEMENT AREA



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C27	66.09'	31.00'	122°08'45"	S72° 50' 20"E
C28	17.16'	190.00'	005°10'29"	S81° 38' 54"E
C29	143.31'	11499.20'	000°42'51"	S58° 32' 37"E





CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C27	66.09'	31.00'	122°08'45"	S72° 50' 20"E	54.26'
C28	17.16'	190.00'	005°10'29"	S81° 38' 54"E	17.15'
C29	143.31'	11499.20'	000°42'51"	S58° 32' 37"E	143.31'

LEGEND

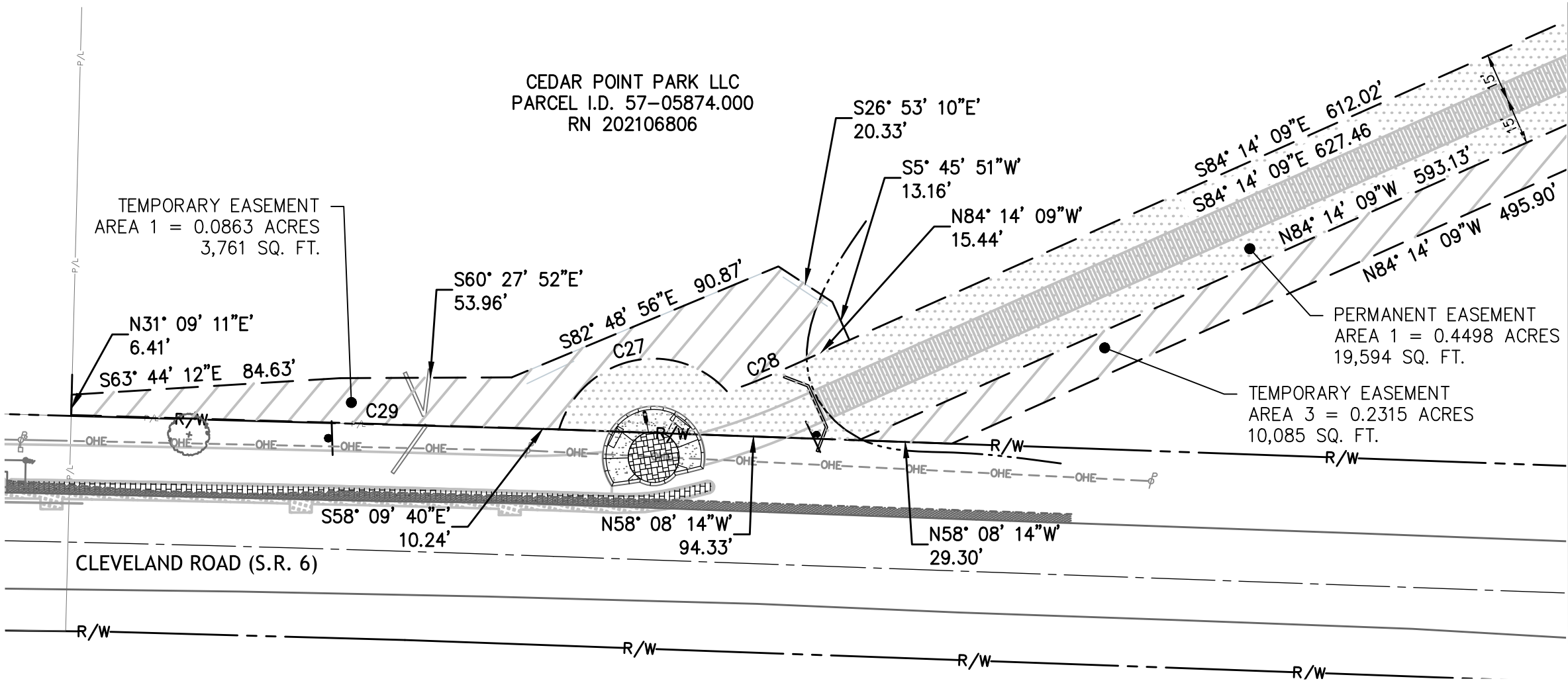
30' PARK, TRAIL, GREENWAY,
RECREATION EASEMENT AREA
(UNLESS NOTED OTHERWISE)

TEMPORARY EASEMENT AREA

0

40

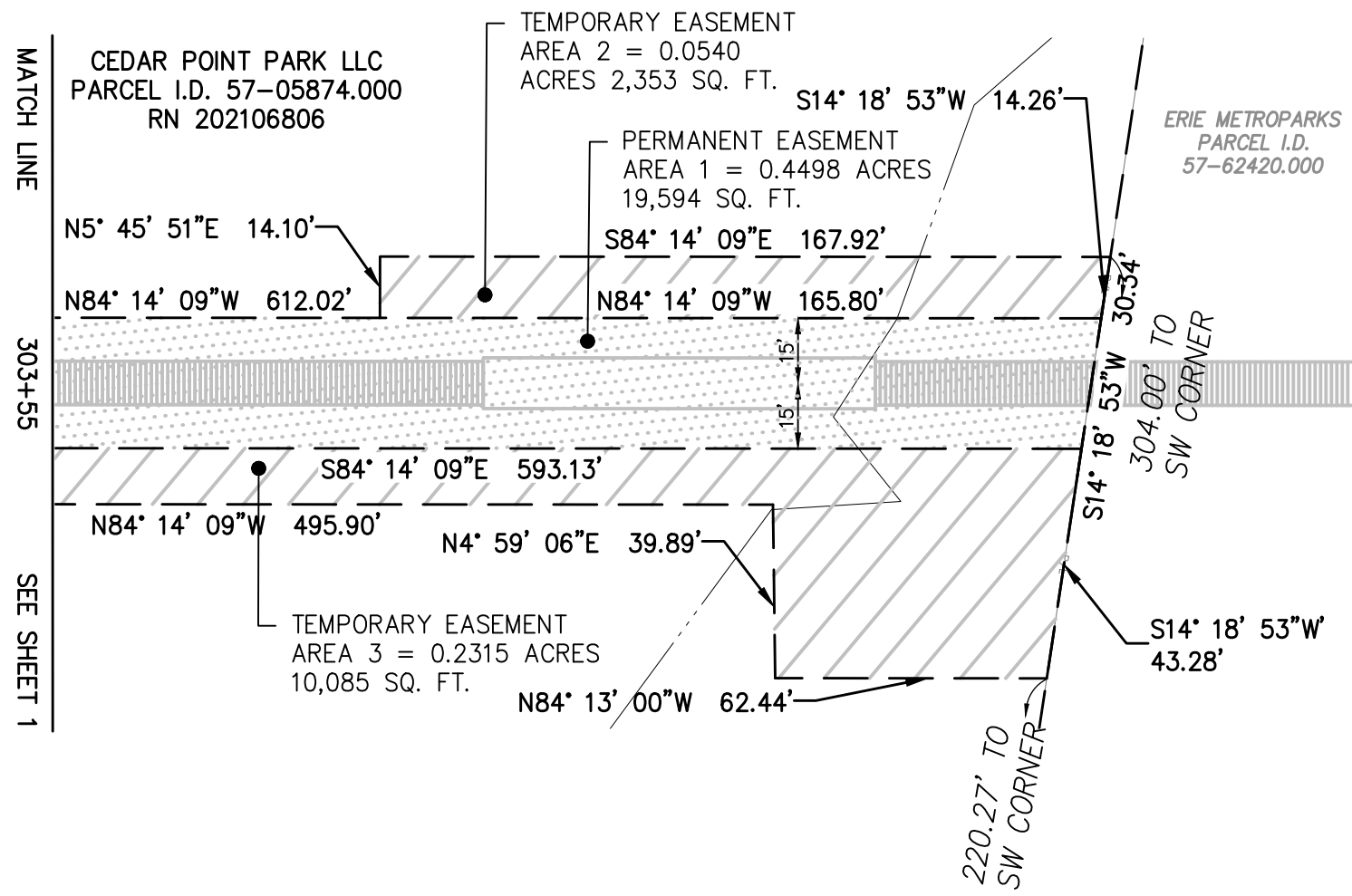
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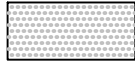

Environmental
Design Group
ENVDESIGNGROUP.COM

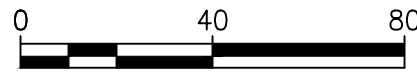
PROJ. NO.: 16-0259-050
DRAWN: TC
CHECK: AT
DATE: 08-10-2021
REV:


CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO




LEGEND

-  30' PARK, TRAIL, GREENWAY, RECREATION EASEMENT AREA (UNLESS NOTED OTHERWISE)
-  TEMPORARY EASEMENT AREA





ENVDESIGNGROUP.COM



PROJ. NO.:	16-0259-050
DRAWN:	TC
CHECK:	AT
DATE:	08-10-2021
REV:	

CITY OF SANDUSKY – LANDING PARK
CEDAR POINT PARK LLC EASEMENTS
SITUATED IN THE CITY OF SANDUSKY,
COUNTY OF ERIE, STATE OF OHIO



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870

419.627.5832

www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: May 15, 2024

RE: City Commission Agenda Item – Sale of Land Bank Parcel #57-01988.000 – Lot 456 - Third Street
Karen Planchon

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase and Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose. The parcel is located in the 1900 block of Third Street, further identified as Lot #456 and Erie County Parcel No. 57-01988.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of the parcel on 11/13/2012, pursuant to Resolution 031-12R. The City received a Sheriff's Deed for the parcel on 09/20/13, through foreclosure for delinquent real estate taxes.

The vacant parcel, No. 57-01988.000, is zoned R1-40 "Single Family Residential". The lot size is approximately 40' x 135'.

Karen Planchon of Denver, Colorado has requested the vacant non-productive land to construct a two-story residential structure that will be approximately 28' x 60' and will be owner occupied. The second floor will be residential living area hosting 3 bedrooms and 1.5 baths. The zoning department gave preliminary approval based on the information submitted. If the final building plans require any further approvals, they must be obtained along with required permits prior to construction commencing. The Land Bank Committee approved the request at their scheduled meeting on March 18, 2024.

The City of Sandusky has been maintaining this parcel for almost 11 years and new residential development is desired in this area, as this is an acquisition zone.

The purchase and sale of this property is subject to City Commission approval. The Land Bank Committee recommends the purchase price at \$1,500.00 plus closing costs. This is consistent with the recently approved fair market value pricing strategy for Land Bank parcels that will host new development.

The sale of the parcel to Ms. Planchon will provide new residential in-fill housing that will protect and enhance surrounding property values. Not only will this vacant non-productive parcel be put back into tax producing status, but the new residential construction will provide increased revenue for the taxing districts.

BUDGET IMPACT: The sale proceeds will cover the expenses incurred by the City for such services as title search, closing costs, deed preparation, and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The taxing districts will begin collecting approximately one hundred fifteen (\$115.00) dollars per year in real estate taxes, which will increase once the structure is complete.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase and sale agreement with Karen Planchon to sell the property no longer needed for any municipal purpose located on Third Street, and further identified as Lot #456 and Erie County Parcel No. 57-01988.000 for the purchase price of one thousand five hundred dollars (\$1,500.00) plus closing costs. If approved, the applicant is ready to break ground on the fourth new residential build within an identified acquisition zone. Therefore, it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Colleen Gilson,
Community Development Director

John Orzech,
City Manager

cc: Stewart Hastings, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 57-01988.000, LOCATED AT LOT NO. 456 ON THIRD STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission authorized the acquisition of the property located at Lot No. 456 on Third Street, Parcel No. 57-01988.000, by Resolution No. 031-12R passed on November 13, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Karen Planchon has requested to acquire this vacant nonproductive land to construct a two-story structure with residential living area on the second floor hosting three (3) bedrooms and one and one-half (1.5) baths; and

WHEREAS, the Land Bank Committee met on March 18, 2024, and approved the acquisition and sale of this property to Karen Planchon at the purchase price of \$1,500.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

WHEREAS, the City will recoup the costs and expenses associated with the purchase and sale transaction from the sale proceeds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 57-01988.000, located at Lot No. 456 on Third Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the

law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2024, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Karen Planchon, 9573 E. Kansas Circle #57, Denver, Colorado 80247, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at Lot #456, Third Street, Sandusky, Ohio, and identified as Erie County Parcel No. 57-01988.000 and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at Third Street, Sandusky, Ohio, shall be one thousand five hundred dollars (\$1,500.00) plus closing costs, which is not less than the fair market value set by the Land Bank Committee.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the preliminary plans attached hereto and incorporated herein as Exhibit "B", which will be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than July 15, 2024 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title Agency, 327 E. Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
7. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
8. The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 15, 2024, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
13. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
14. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

NOTARY PUBLIC

PURCHASER:

Karen Planchon

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared Karen Planchon and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Stewart Hastings #0025852
Law Director
City of Sandusky

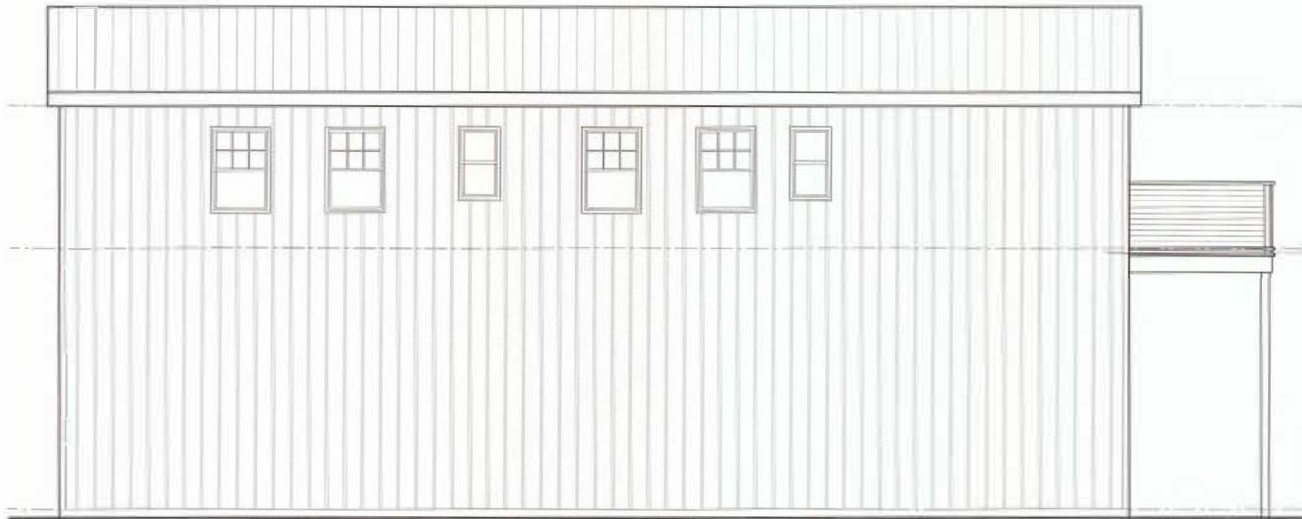
EXHIBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Four Hundred Fifty-Six (456) on Third Street in the Sandusky Business Men's Association Subdivision of Outlots Numbers 27, 28, 29, 30 East of Sycamore Line in the City of Sandusky, Erie County, Ohio.

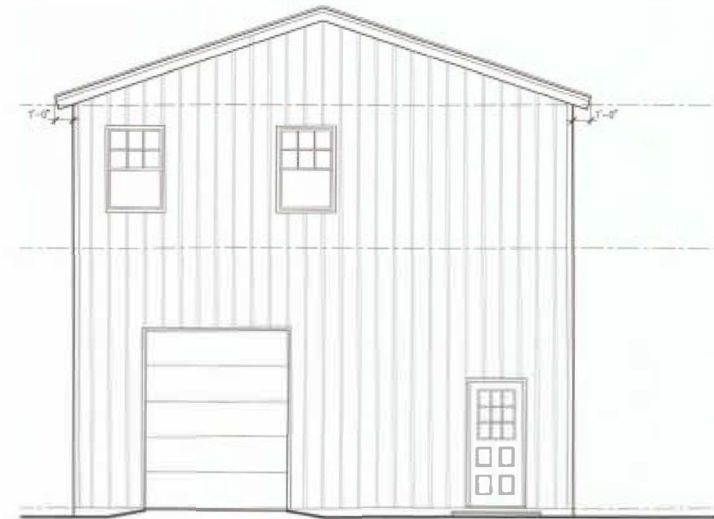
Property Address: Third Street, Sandusky, OH 44870

Tax ID No.: 57-01988.000

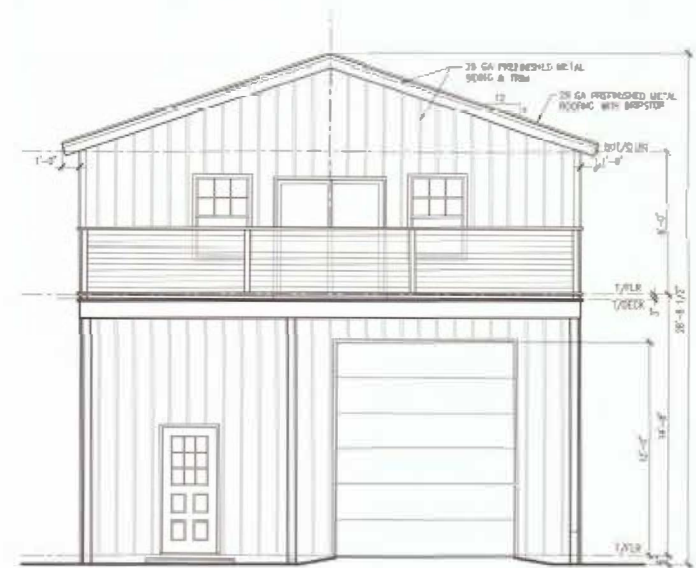
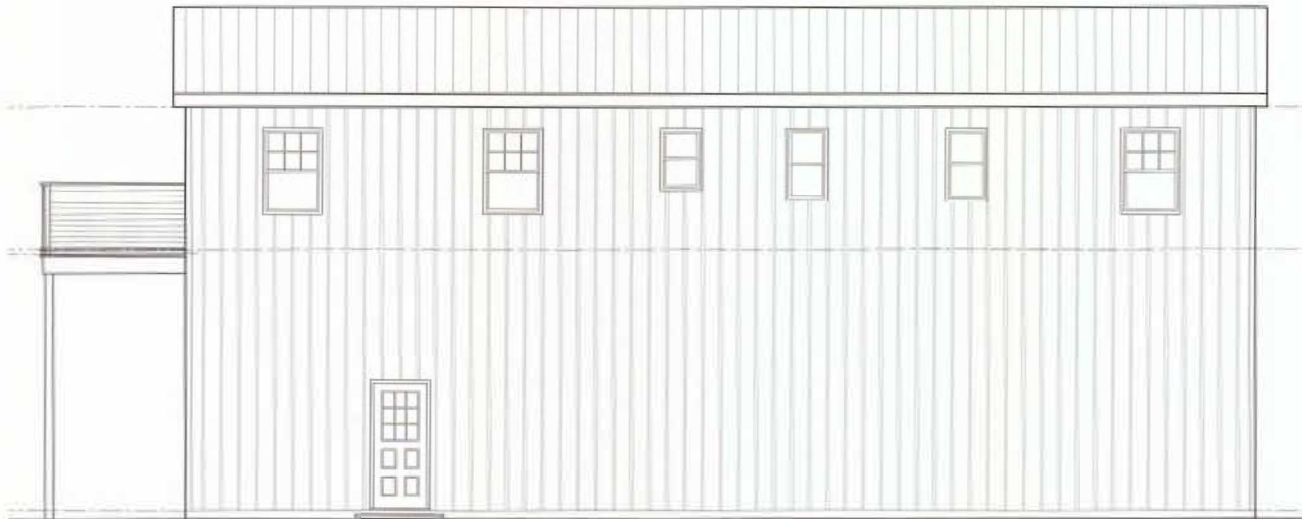
57-01988.000



LEFT SIDE-EAST ELEVATION
1/4" = 1'-0"



REAR-SOUTH ELEVATION
1/4" = 1'-0"





Department of Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

TO: John Orzech, City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: May 15, 2024

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for one (1) parcel of land currently in the City of Sandusky's Land Reutilization Program, that are no longer needed for any municipal purpose. The lot is irregularly shaped and addressed as 411 Meigs Street, further identified by the Erie County Auditor as Permanent Parcel No. 56-00228.000.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of Parcel No.56-00228.000 on October 13, 2012, pursuant to Resolution 031-12R and the property was acquired on August 29, 2014. Theo Camene, residing at 12550 Lake Ave #301, Lakewood, Ohio has requested acquisition of this vacant non-productive land, and the Land Bank Committee recommends approval of the sale at the March 18, 2024 meeting with the condition that the property not be eligible to be certified as a rental property for a period of five (5) years.

The parcel has sat vacant for approximately 10 years due to the "flag" shape and lack of applications for new construction. The dimensions of the lot are approximately 37' x 198' on one portion and 29' x 66' on another portion and zoned R2F – Two Family Residential.

The applicant has submitted a site plan that would conform to the zoning requirements of the R2F zoning code, according to the Planning Department.

The plans include development of a 26' x 51' residential structure that will be the primary full-time residence of Mr. Camene. The structure will be two (2) stories with approximately 2,484 sq ft of living space. The home will have four (4) bedrooms and three and a half (3 ½) baths with a three (3) car garage.

The recommended sale price of the parcel is one thousand five hundred dollars (\$1,500.00) plus any closing costs, which is considered fair market value as determined by the land bank committee in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. The sale of the parcel will protect and enhance surrounding property values. Additionally, this vacant non-productive parcel will be put back into tax producing status and the city will be relieved of the expense of maintaining the property.

BUDGET IMPACT: Any proceeds of the sale shall be dispersed in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The taxing districts will begin collecting real estate taxes on the land value, which will increase after the structure is built.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase and sale agreement with Theo Camene to sell the property no longer needed for any municipal purpose located at 411 Meigs Street, and further identified by the Erie County Auditor as Permanent Parcel No. 56-00228.000 for a purchase price of one thousand five hundred dollars (\$1,500.00). It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Debi Eversole,
Housing Development Specialist

I concur with this recommendation:

Colleen Gilson,
Community Development Manager

John Orzech,
City Manager

cc: Stewart Hastings, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 56-00228.000, LOCATED AT 411 MEIGS STREET IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission authorized the acquisition of the property located at 411 Meigs Street, Parcel No. 56-00228.000, by Resolution No. 031-12R passed on November 13, 2012, under said Land Reutilization Program, which property is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which property is no longer needed for any municipal purposes; and

WHEREAS, Theo Camene has requested to acquire this vacant nonproductive land to construct a two-story structure with four (4) bedrooms, three and one-half (3.5) baths, and a three (3) car garage; and

WHEREAS, the Land Bank Committee met on March 18, 2024, and approved the acquisition and sale of this property to Theo Camene at the purchase price of \$1,500.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

WHEREAS, the City will recoup the costs and expenses associated with the purchase and sale transaction from the sale proceeds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the

Property, Parcel No. 56-00228.000, located at 411 Meigs Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ____ day of _____ 2024, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 240 Columbus Ave, Sandusky, Ohio hereinafter referred to as the "Seller" and Theo Camene, 12550 Lake Ave, Lakewood, Ohio, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, one unimproved parcel of real property located at 411 Meigs Street, Sandusky, Ohio, and identified as Erie County Parcel No. 56-00228.000 and more fully described in the legal description marked Exhibit "A" and attached hereto.
2. The total purchase price for the real property located at 411 Meigs Street, Sandusky, Ohio, shall be one thousand five hundred dollars (\$1,500.00) plus closing costs, which is not less than the fair market value set by the Land Bank Committee.
3. Seller shall furnish to Purchaser a quit claim deed conveying to Purchaser all of the Seller's interest in the Property. The Property shall be free and clear of the liens, taxes, assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
4. Purchaser shall construct one (1) single-family residential dwelling on the Property in accordance with the preliminary plans attached hereto and incorporated herein as Exhibit "B", which will be owner occupied. Completion of construction shall occur within twelve (12) months from the date Purchaser acquires title. If the Purchaser fails to complete construction within twelve (12) months from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original twelve (12) month deadline.
5. The closing date of this transaction shall be no later than July 15, 2024 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Southern Title, 416 West Market Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

6. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
7. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
8. The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.
10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of this property.
11. This property shall remain owner occupied for a period of five (5) years and will not be eligible to be certified as a rental property.
12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before July 15, 2024, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).
13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW

NOTARY PUBLIC

PURCHASER:

Theo Camene

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2024, before me, a Notary Public in and for said County and State, personally appeared Theo Camene and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

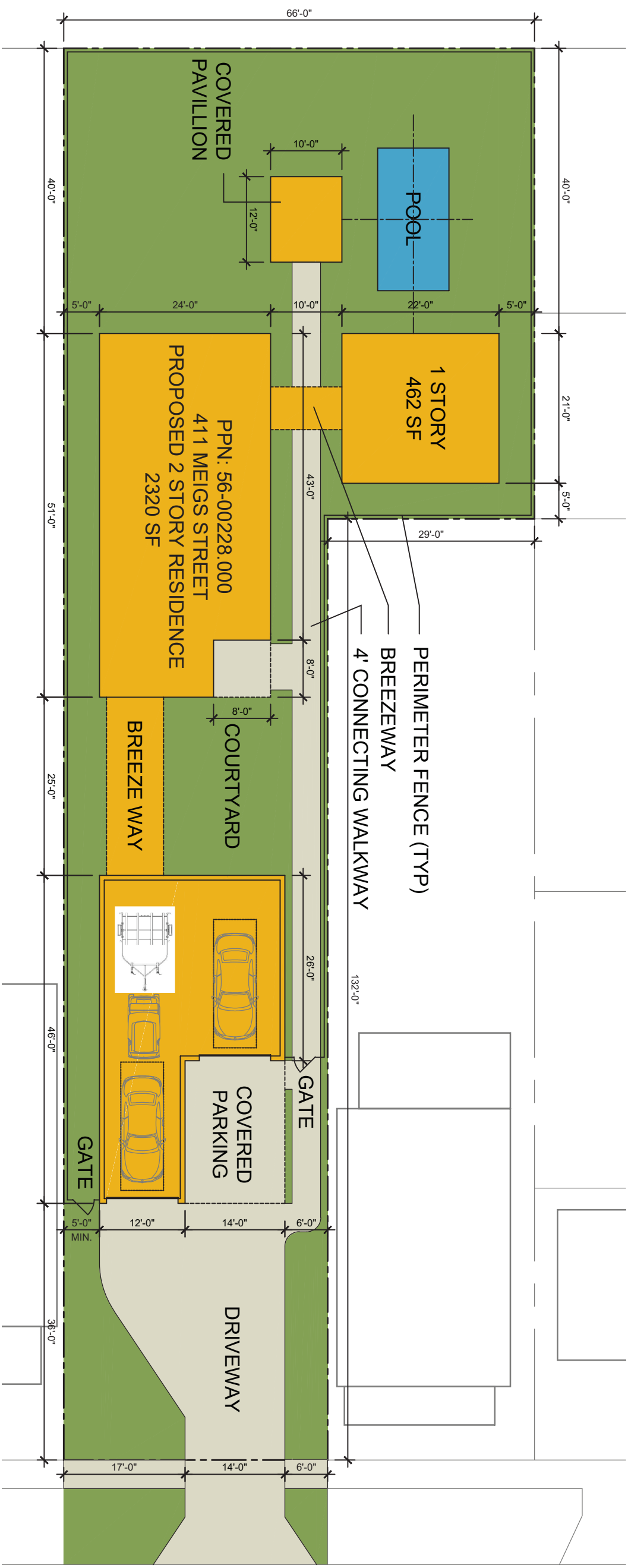
Stewart Hastings #0025852
Law Director
City of Sandusky

EXHBIT A

Situated in the City of Sandusky, County of Erie and State of Ohio: Being known as Lot Number Twelve (12) on Meigs Street in the City of Sandusky, Erie County, Ohio, excepting therefrom the northerly twenty-nine (29.00) feet of the easterly one hundred thirty-two (132.00) feet thereof.

Property Address: 411 Meigs Street, Sandusky, OH 44870
Tax ID No.: 56-00228.000

Exhibit "B"



A

411 MEIGS STREET
PROPOSED SITE PLAN
SCALE: 1/16" = 1'-0"



 LARSEN ARCHITECTS	411 MEIGS STREET PROPOSED RESIDENCE	
	JOB NO. 24020 ISSUE: DATE: 09.19.2024	SK-3



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5973
www.cityofsandusky.com

To: John Orzech, City Manager

From: Arin Blair, Chief Planner

Date: May 13, 2024

Subject: May 28, 2024 Agenda Item –Application for a Zone Map Amendment at 416 Warren St. (Parcel No. 56-00352.000)

Item for Consideration: Approval of proposed Zone Map Amendment by recommendation of the Planning Commission for Parcel No. 56-00352.000 to rezone the property at 416 Warren Street from CS – Commercial Services District to RMF – Multi-Family Residential District.

Purpose: The rezoning will enable the expansion of the property into six long-term residential units. The Planning Commission unanimously recommended the rezoning at a special meeting on April 4, 2024.

Background: The structure had historically been a two family residential but was altered by the previous owner to a single family residential. The applicant is proposing to renovate and expand the structure from a one unit residential to a six unit residential, for the purpose of long-term rentals. To do so, a zoning change must take place. The current zoning, Commercial Services District, limits residential units to two.

The 400 block of Warren Street is surrounded by residential uses. Staff determined, and Planning Commission supported, that changing to RMF- Multi-family Residential zoning district at 416 Warren St is appropriate and is in harmony with the comprehensive plan. It is also in harmony with surrounding zoning districts to the north, south and west. The existing zoning (Commercial Services) allows more intensive uses. Several permissible uses of a Commercial Services District are manufacturing of durable goods, metal finishing, assembly and fabrication of machine tools, boat building, yards for storage of coal, lumber, and other building materials. The Multi-Family Residential zone is more restrictive compared to what is currently permissible and more appropriate in context of the residential neighborhood. Lack of available housing units in Sandusky has identified a strong need for more units of all types, and this project will increase the supply.

Correlation to the Comprehensive Plan: The Bicentennial Vision Comprehensive Plan outlines a number of priorities for the Central Neighborhood. Some of the priorities related to this site are:

- 1) Central District
 - a. Preserve historic and intact housing stock and maintain quality of life in the neighborhood.
 - b. Strengthen neighborhoods, enhance amenities and connections to downtown.

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and suggest this rezoning could offer great potential towards increasing quality of life, preserving an existing historic building, and helping to shape Sandusky as a livable city.

Budgetary Impact: The rezoning has no direct budgetary impact.

Action Requested: It is requested that City Commission approve the proposed Zone Map Amendment by recommendation of the Planning Commission for Parcel No. 56-00352.000 to rezone the property from CS – Commercial Services District to RMF – Multi-Family Residential District. It is further requested that this ordinance take effect under Section 13 of the City Charter.

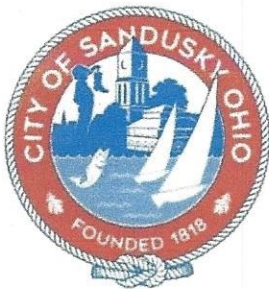
Arin Blair
Chief Planner

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: Cathy Myers, Clerk of City Commission
Michelle Reeder, Finance Director
Stewart Hastings, Law Director



PLANNING COMMISSION

Application for Zoning Map Amendment

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

APPLICANT/AGENT INFORMATION:

Property Owner Name:

Hampton Enterprises LLC

Property Owner Address:

P.O. Box 2171

Sandusky, OH 44871

Property Owner Telephone:

313-348-9114

Email

hamptonenterprisesllc@yahoo.com

Authorized Agent Name:

LaMarcus Hampton

Authorized Agent Address:

1514 Buchanan Street

Sandusky, OH 44870

Authorized Agent Telephone:

313-348-9114

Email

lamarcus-hampton@yahoo.com

LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address:

416 Warren Street, Sandusky, OH 44870

Legal Description of Property (check property deed for description):

26 Warren Street WH 66'x198'

Parcel Number:

56-00352.000

Zoning District:

CS - Commercial Service

DETAILED SITE INFORMATION:

Land Area of Property: See Enclosed (sq. ft. or acres)

Total Building Coverage (of each existing building on property):

Building #1: _____ (in sq. ft.)

Building #2: _____

Building #3: _____

Additional: _____

> See Enclosed

Total Building Coverage (as % of lot area): See Enclosed

Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:

_____ See Enclosed...

Proposed Building Height (for any new construction): See Enclosed

Number of Dwelling Units (if applicable): See Enclosed

Number of Off-Street Parking Spaces Provided: See enclosed

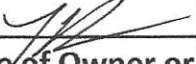
Parking Area Coverage (including driveways): See enclosed (in sq. ft.)

Landscaped Area: TBA (in sq. ft.)

Requested Zoning District Classification: RMF - Multi-Family Residential

APPLICATION AUTHORIZATION:

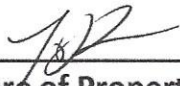
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.


Signature of Owner or Agent

1/16/2014
Date

PERMISSION TO ACT AS AUTHORIZED AGENT:

As owner of Hampton Enterprises LLC (municipal street address of property), I hereby authorize Jamarcus Hampton to act on my behalf during the Planning Commission approval process.


Signature of Property Owner

1/16/2014
Date

REQUIRED SUBMITTALS:

- 1 copy of a site plan/off-street parking plan for property
- 1 copy of the deed or legal description for property
- \$300.00 application fee

STAFF USE ONLY:

Date Application Accepted: _____ Permit Number: _____

Date of Planning Commission Meeting: _____

Planning Commission File Number: _____

Erie County, Ohio - Property Record Card
Parcel 56-00352.000
Card 1

GENERAL PARCEL INFORMATION

Owner HAMPTON ENTERPRISES LLC
Property Address 416 WARREN
Mailing Address PO BOX 2171
SANDUSKY, OH 44871-2171
Land Use RESIDENTIAL - 510-SINGLE FAMILY DWELLING
Deed CURRENT DEED VOLUME/PAGE: 202205777/
Legal Description 26 WARREN STREET WH 66'X198'

VALUATION

	Appraised	Assessed
Land Value	\$14,920.00	\$5,220.00
Improvements Value	\$6,320.00	\$2,210.00
CAUV Value	\$0.00	\$0.00
Total Value	\$21,240.00	\$7,430.00
Taxable Value	\$7,430.00	
Net Annual Tax	\$379.08	

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
F - FRONT LOT	0.3	198	66	113	14920

AGRICULTURAL

RESIDENTIAL

Building Style	01-SINGLE FAMILY	Full Baths	2
Year Built	1919	Half Baths	0
Stories	2	Basement	None
Finished Area	2784	Finished Basement Area	0
First Floor Area	1536	Heating	Electric
Half Floor Area	0	Cooling	None
Upper Floor Area	1248	Attic	None
Rooms	14	Number of Fireplace Openings	0
Bedrooms	5	Number of Fireplace Stacks	0
Family Rooms	0		

ADDITIONS

Description	Area	Year Built	Value
OFF-OPEN FR PORCH	36	1919	1037

IMPROVEMENTS

SALES

Date	Buyer	Seller	Price
6/13/2022	HAMPTON ENTERPRISES	GONZALEZ EFREN	\$30,000.00
1/18/2018	JONES EARNEST SR	JONES EARNEST SR &	\$0.00
1/18/2018	GONZALEZ EFREN	JONES EARNEST SR	\$14,500.00
1/25/1995	JONES EARNEST SR &	HOWE MARY ANN FEICK	\$0.00
12/28/1994	HOWE MARY ANN FEICK	FEICK EDWARD L	\$0.00
1/1/1950	FEICK EDWARD L	UNKNOWN	\$0.00

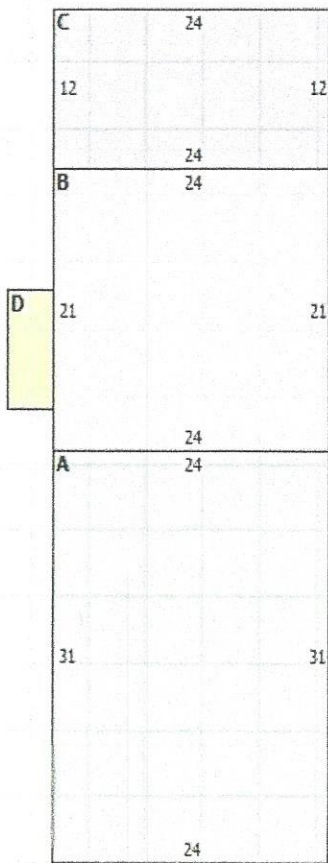
COMMERCIAL



Grid Scale: 50'

1 2500 (2 STORY BASIC)
2 2500 (2 STORY BASIC)
3 2500 (2 STORY BASIC)
4 2500 (2 STORY BASIC)
5 2500 (2 STORY BASIC)
6 2500 (2 STORY BASIC)
7 2500 (2 STORY BASIC)
8 2500 (2 STORY BASIC)
9 2500 (2 STORY BASIC)
10 2500 (2 STORY BASIC)

Grid Scale: 5ft

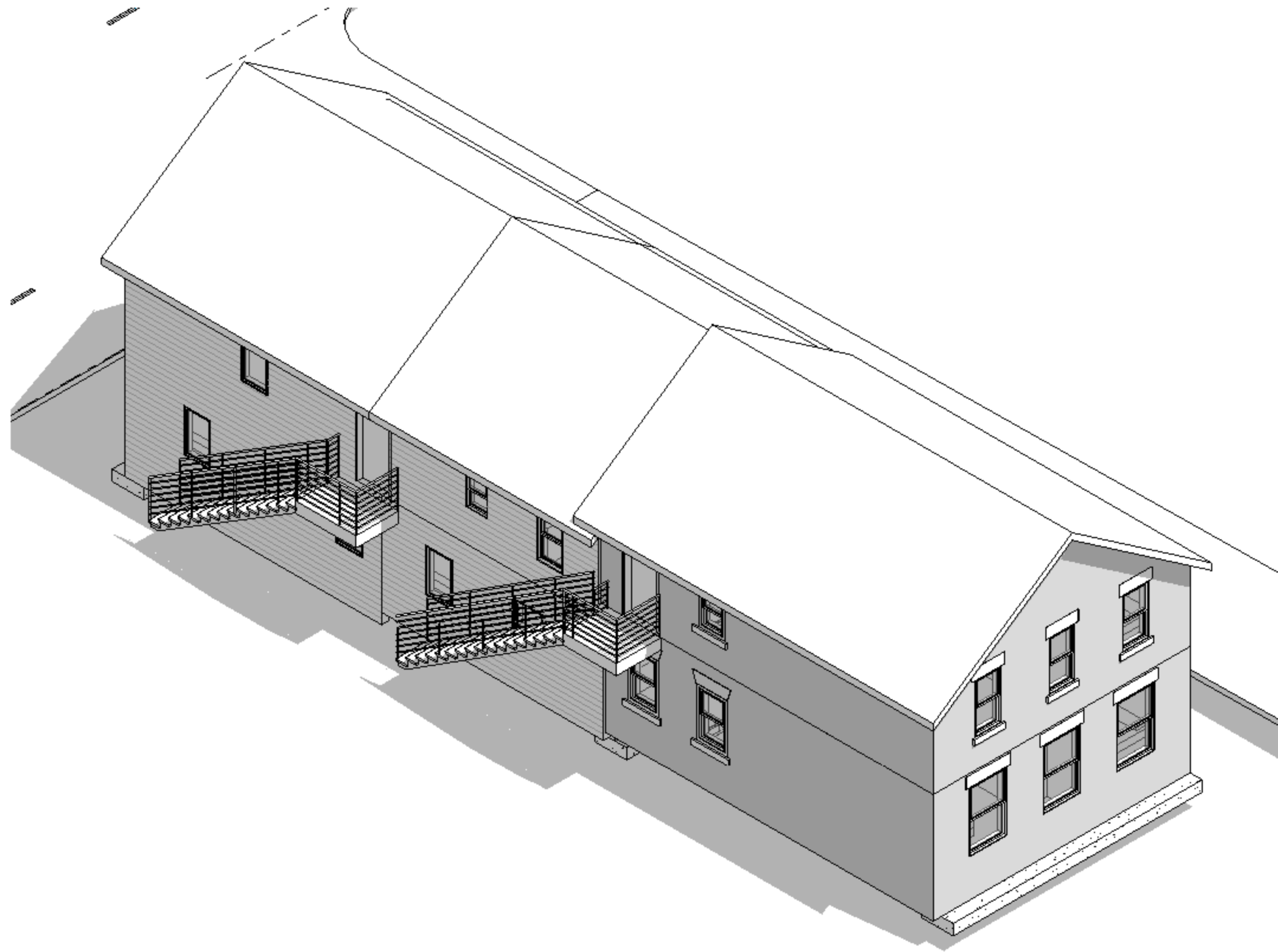


- A 25BR (2 STORY BRICK)
744 sqft
- B 25FR (2 STORY FRAME)
504 sqft
- C 15FR (1 STORY FRAME)
288 sqft
- D OFP (OPEN FR PORCH)
36 sqft



transmitted with it are intended for the use of the individual or entity that is the intended recipient and may contain legally privileged, protected, or confidential information. If you are not the designated recipient please be aware that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify us by telephone ([419.627.5844](tel:419.627.5844)), collect, or by reply electronic mail and promptly destroy the original transmission and any copies. Delivery of this message and any attachments to any person other than the intended recipient(s) is not intended in any way to waive confidentiality or a privilege. Thank you. Law Department, City of Sandusky, Ohio.

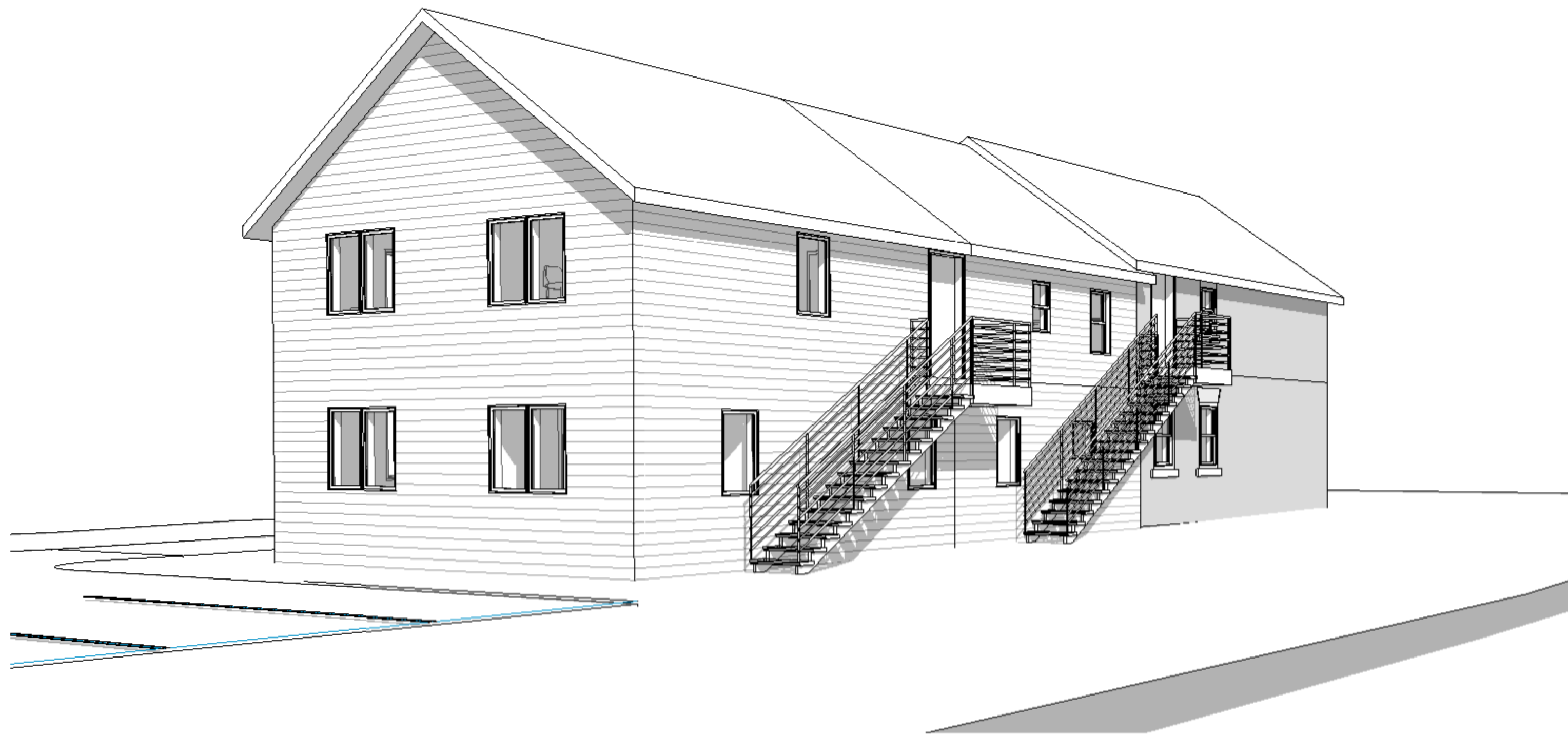




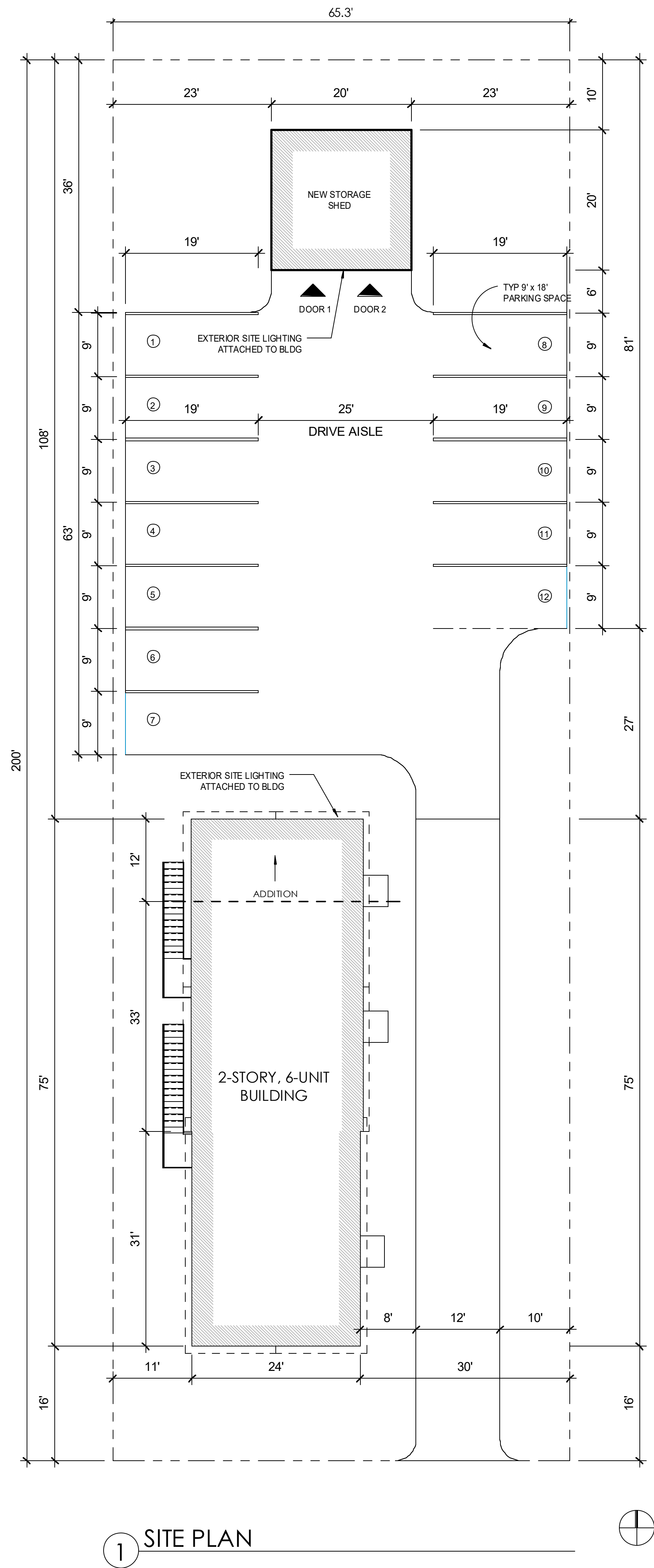
5 ROOF AXON



2 FRONT PERSPECTIVE

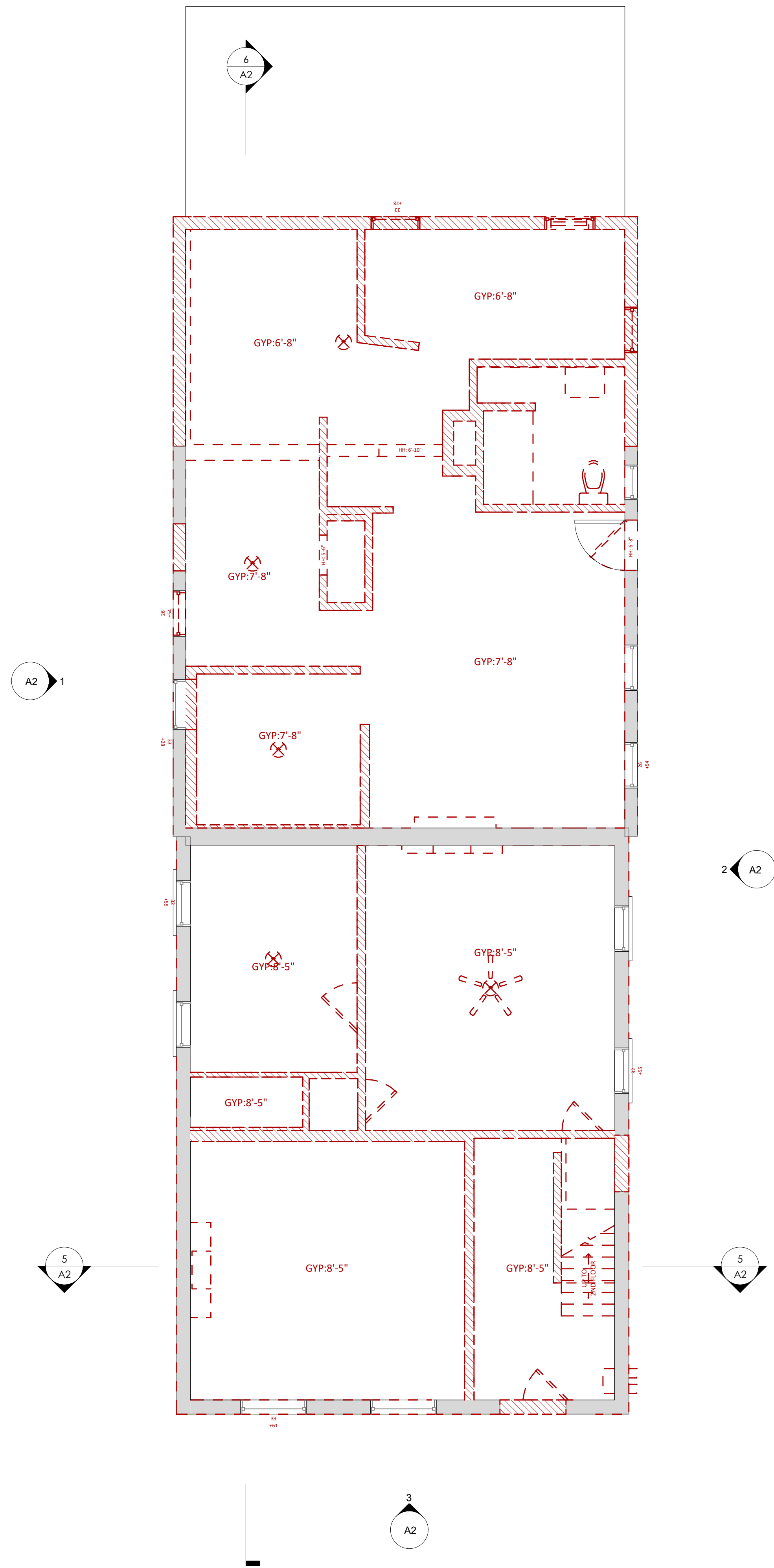


3 REAR PERSPECTIVE

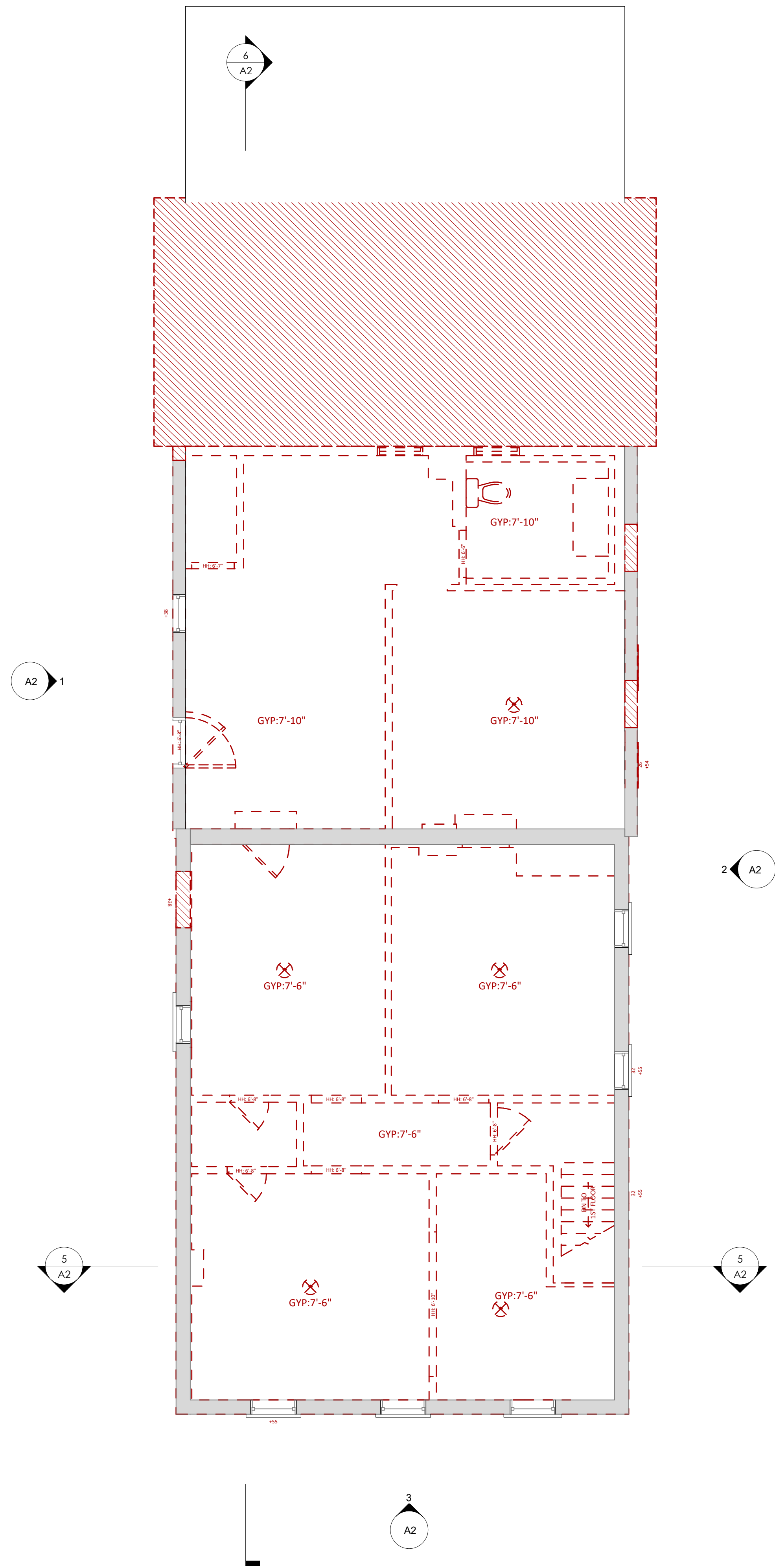


No.	Description	Date

1 FIRST FLOOR DEMOLITION



2 SECOND FLOOR DEMOLITION



DEMOLITION PLANS

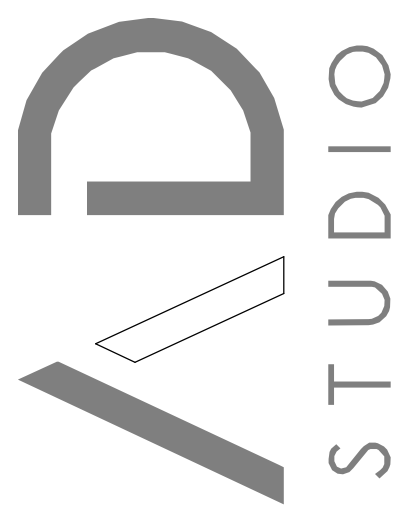
A1

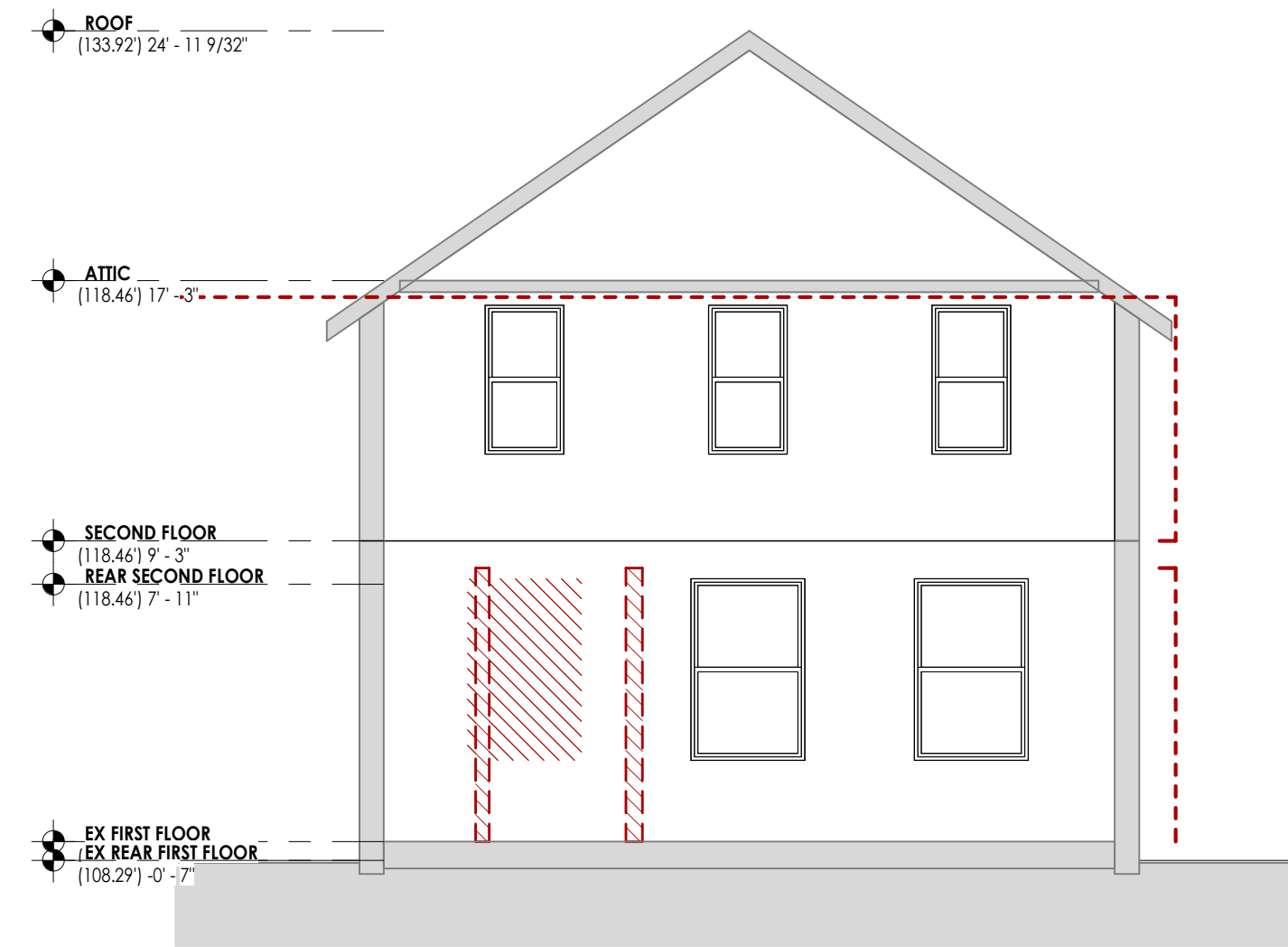
2024-02-19
DRAFT

No.	Description	Date

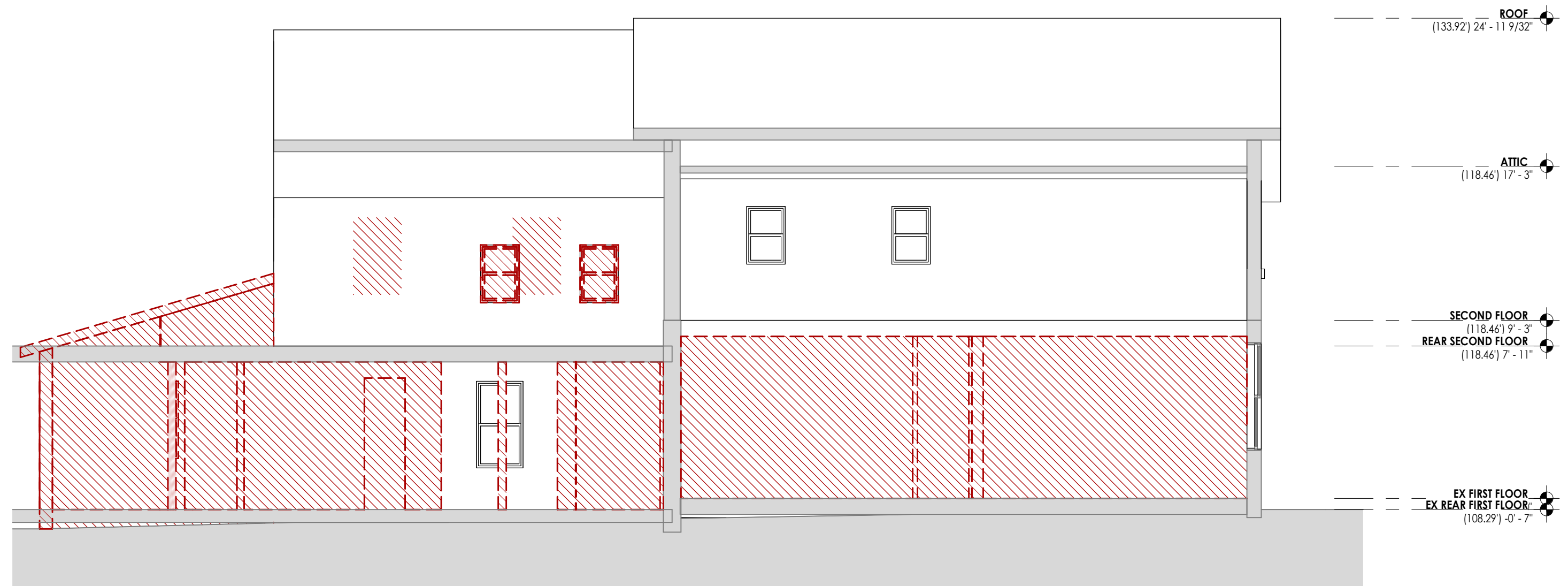
416 WARREN ST
SANDUSKY OHIO

SO 3573 LT 0055

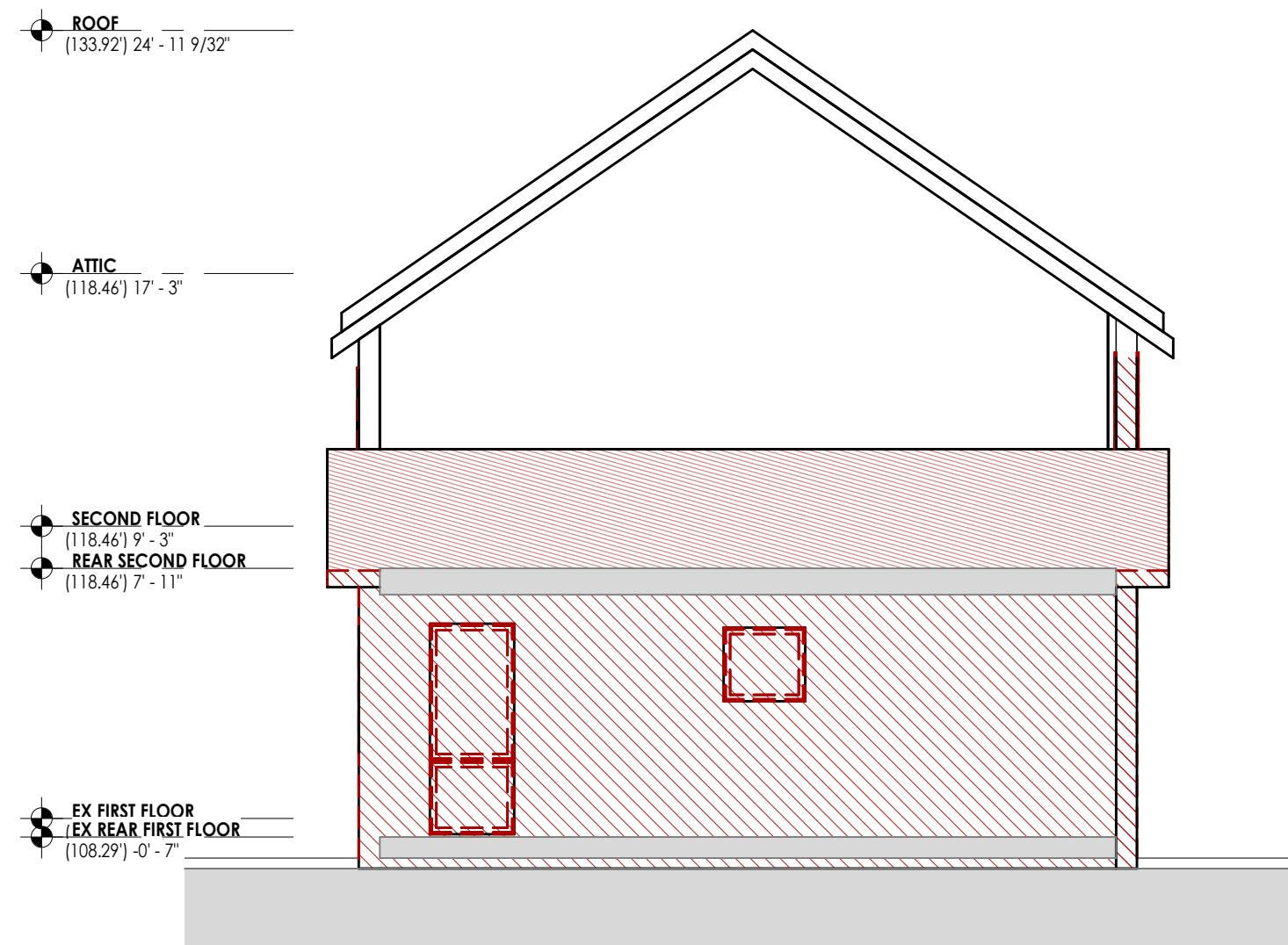




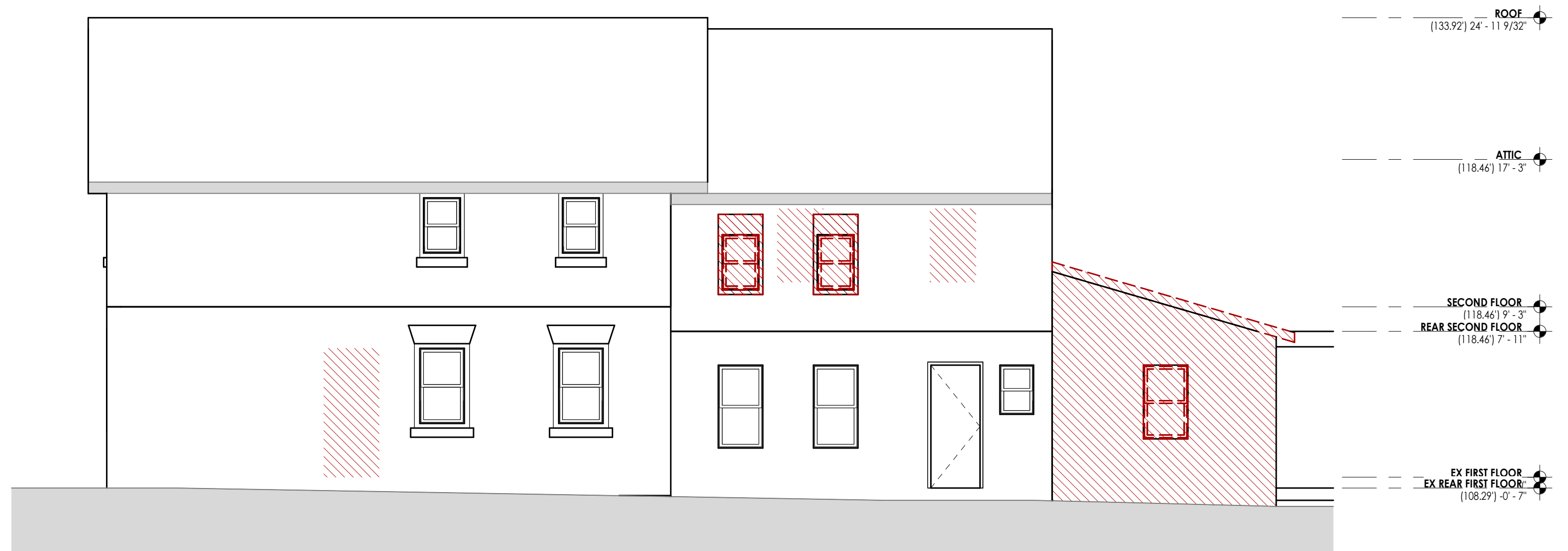
5 EX CROSS SECTION 1



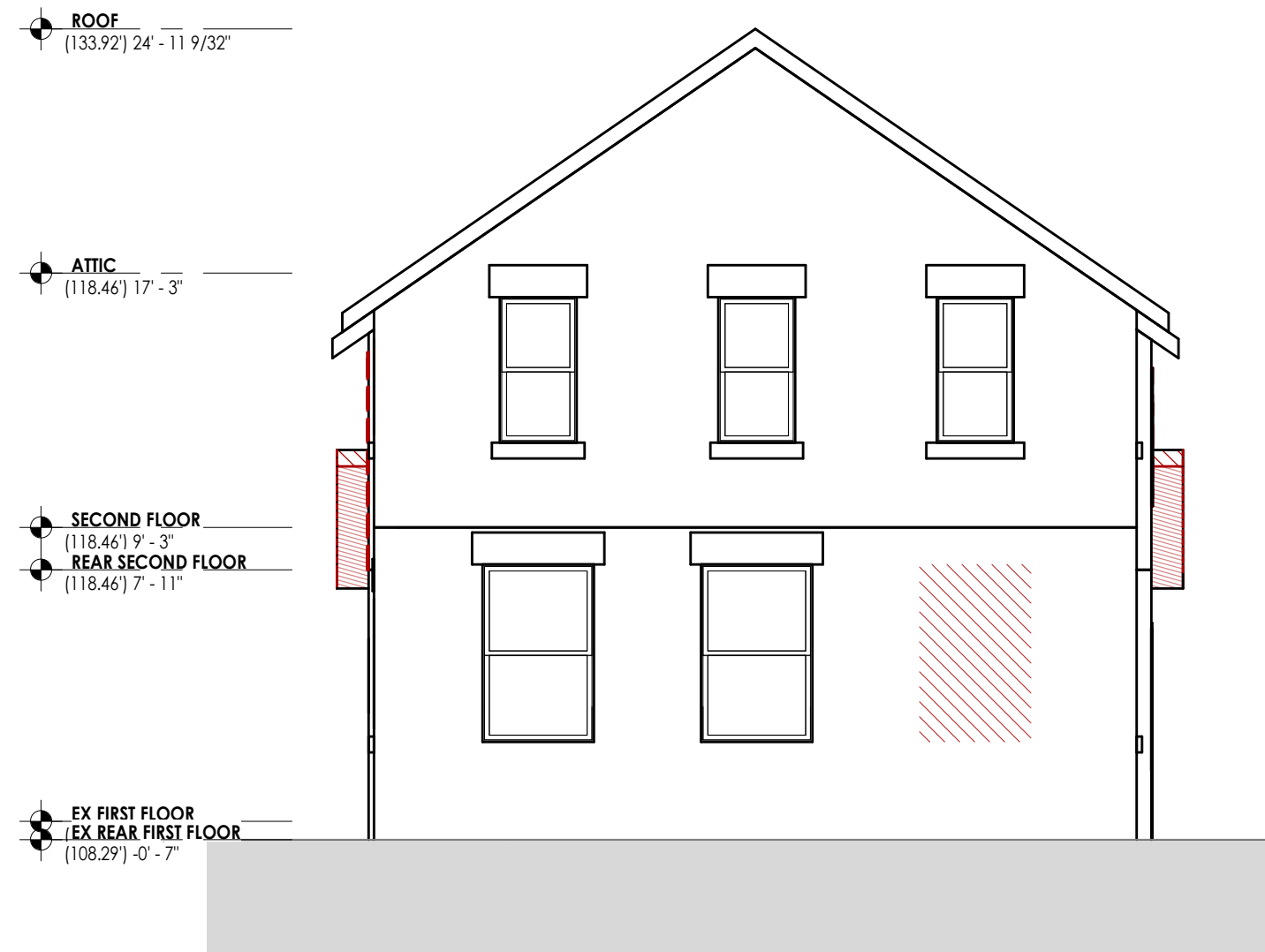
6 EX LONGITUDINAL SECTION 1



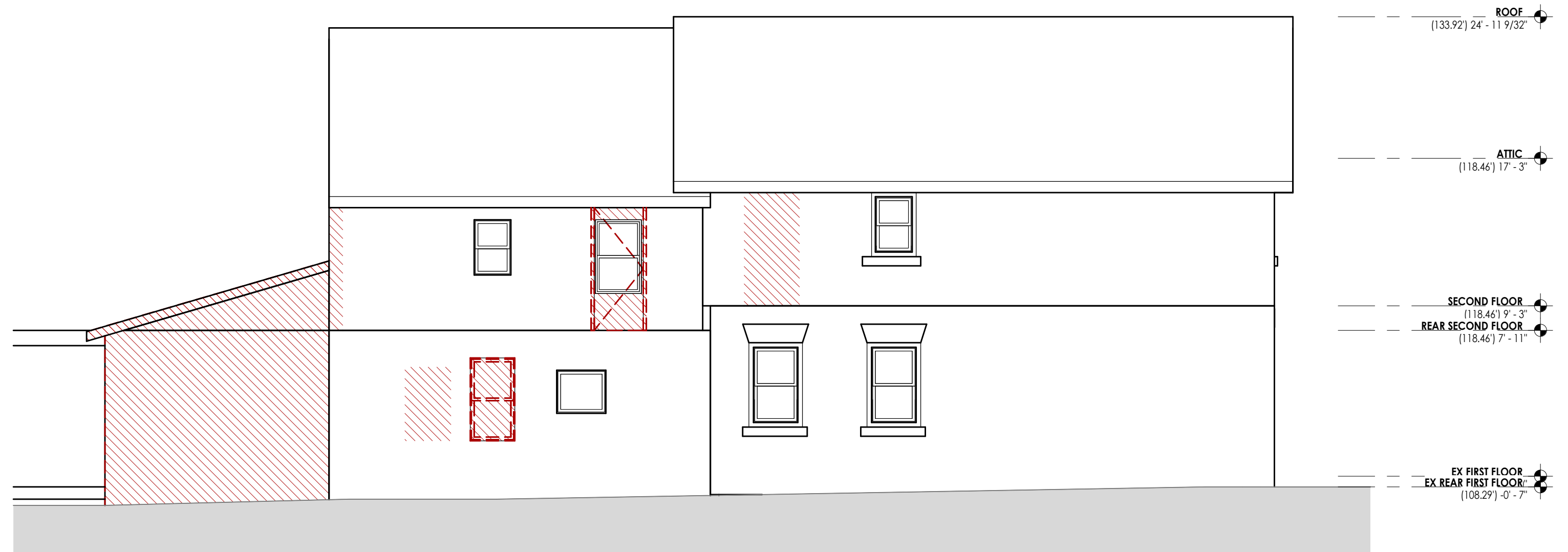
4 EX REAR ELEVATION



2 EX SIDE (NORTH) ELEVATION

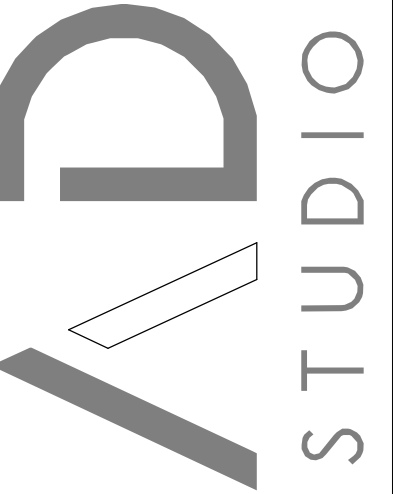
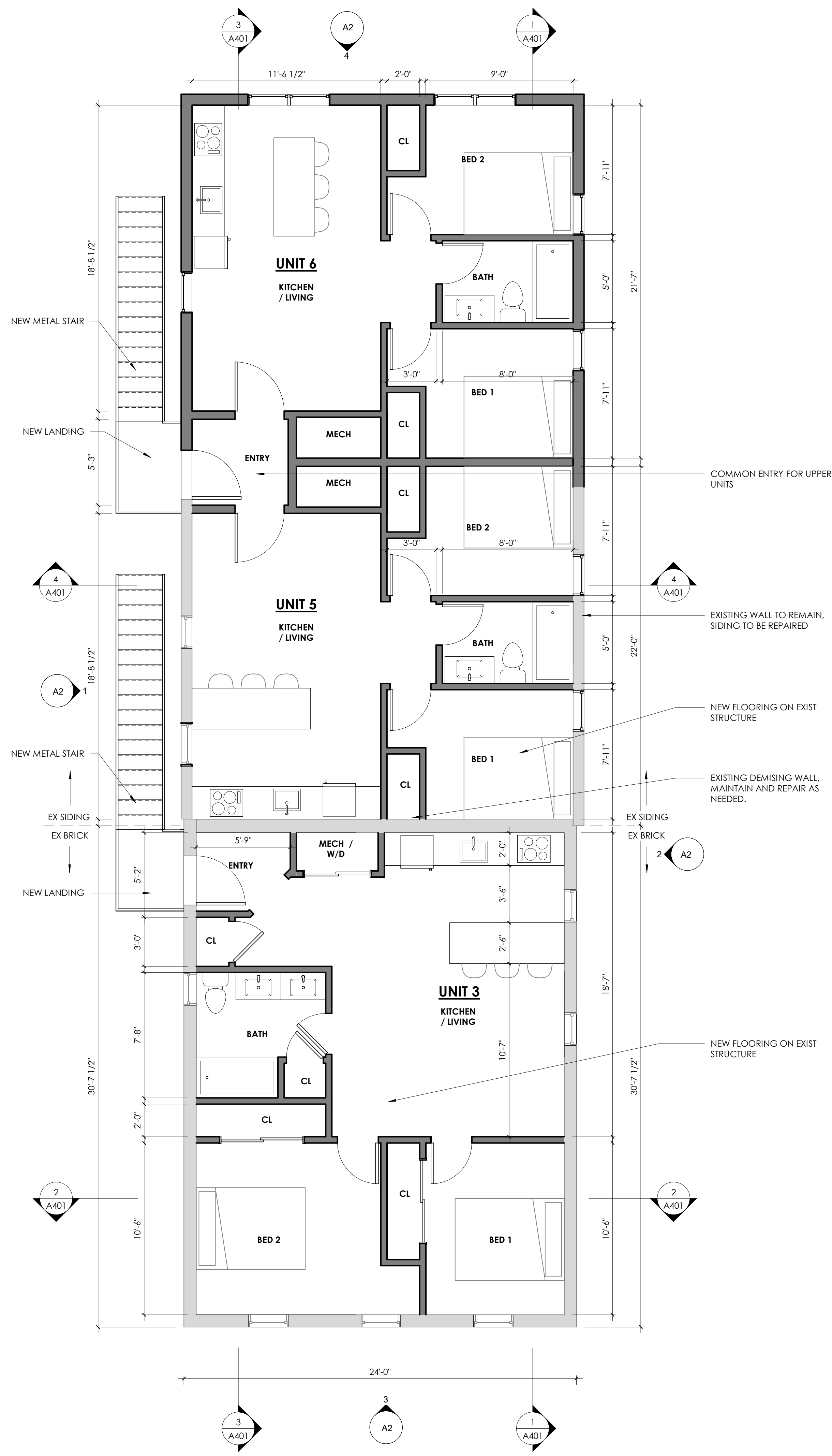
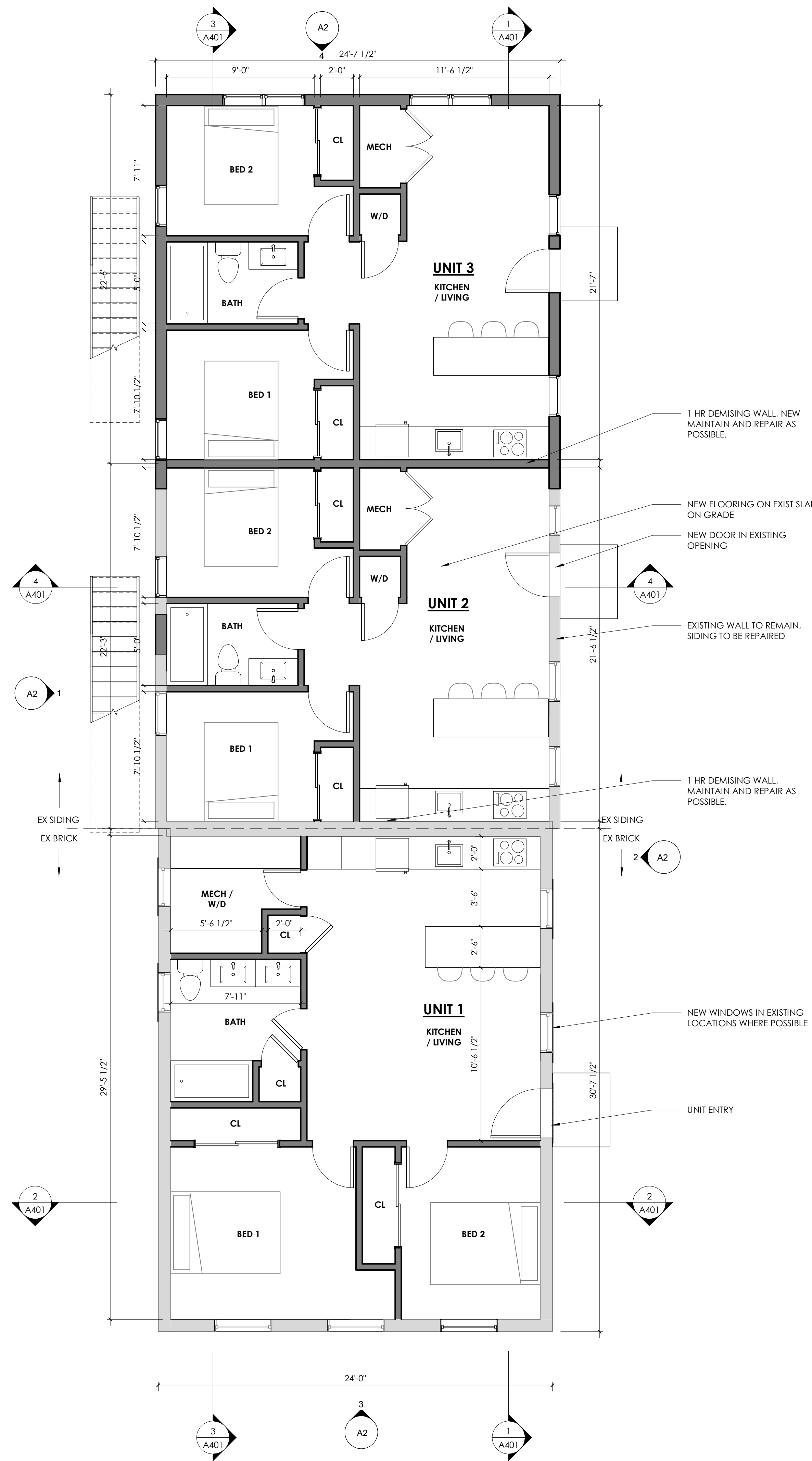


3 EX FRONT (STREET) ELEVATION



1 EX SIDE (SOUTH) ELEVATION

2/21/2024 10:15:42 PM



416 WARREN ST
SANDUSKY OHIO

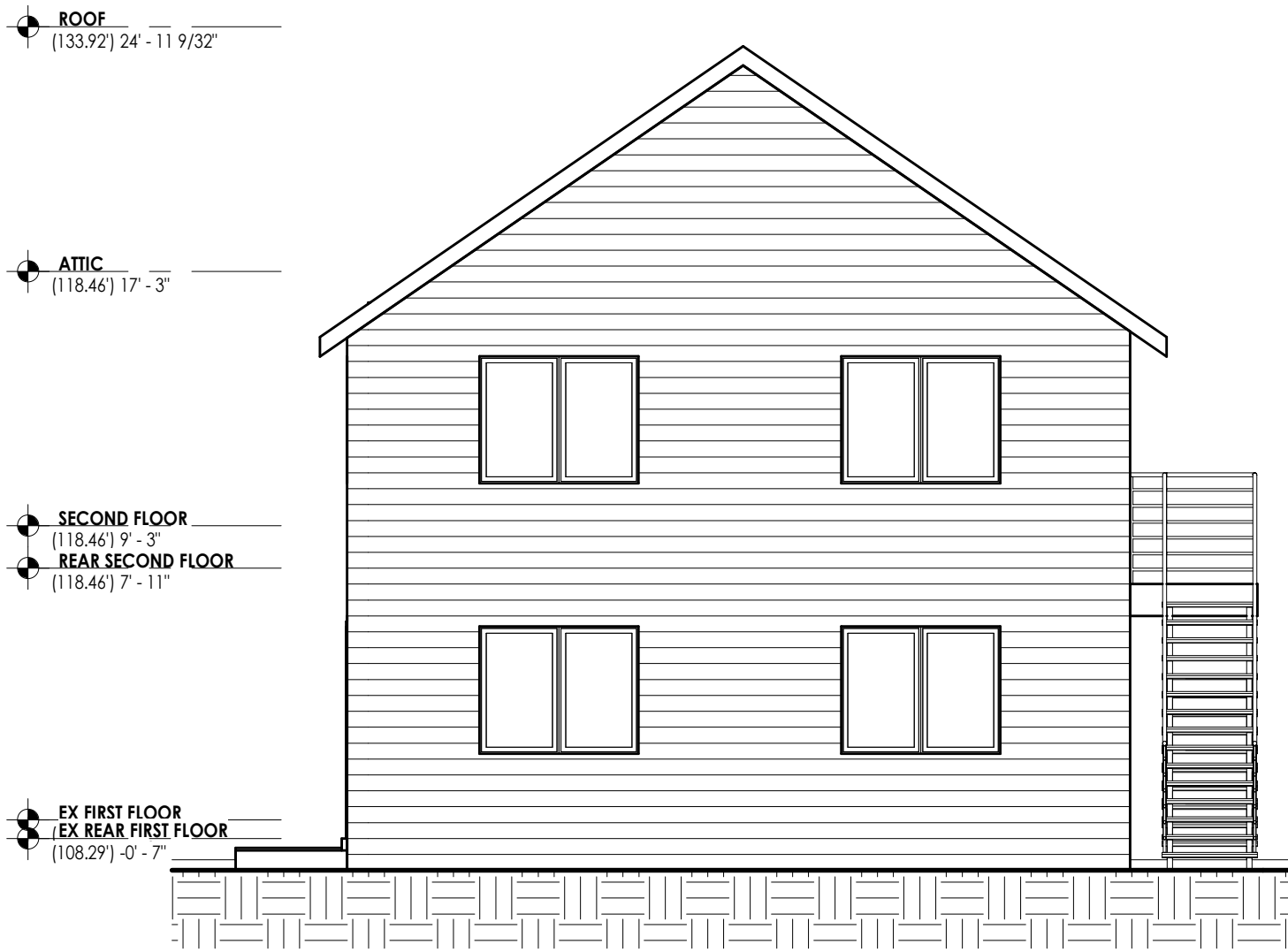
SO 3573 LT 0055

2024-02-19
DRAFT

No.	Description	Date

A3

**PROPOSED
FLOOR PLANS**



ROOF
(133.92) 24' - 11 9/32"

ATTIC
(118.46) 17' - 3"

SECOND FLOOR
(118.46) 9' - 3"

REAR SECOND FLOOR
(118.46) 7' - 11"

EX FIRST FLOOR
EX REAR FIRST FLOOR
(108.29) 0' - 7"

4 REAR ELEVATION



ROOF
(133.92) 24' - 11 9/32"

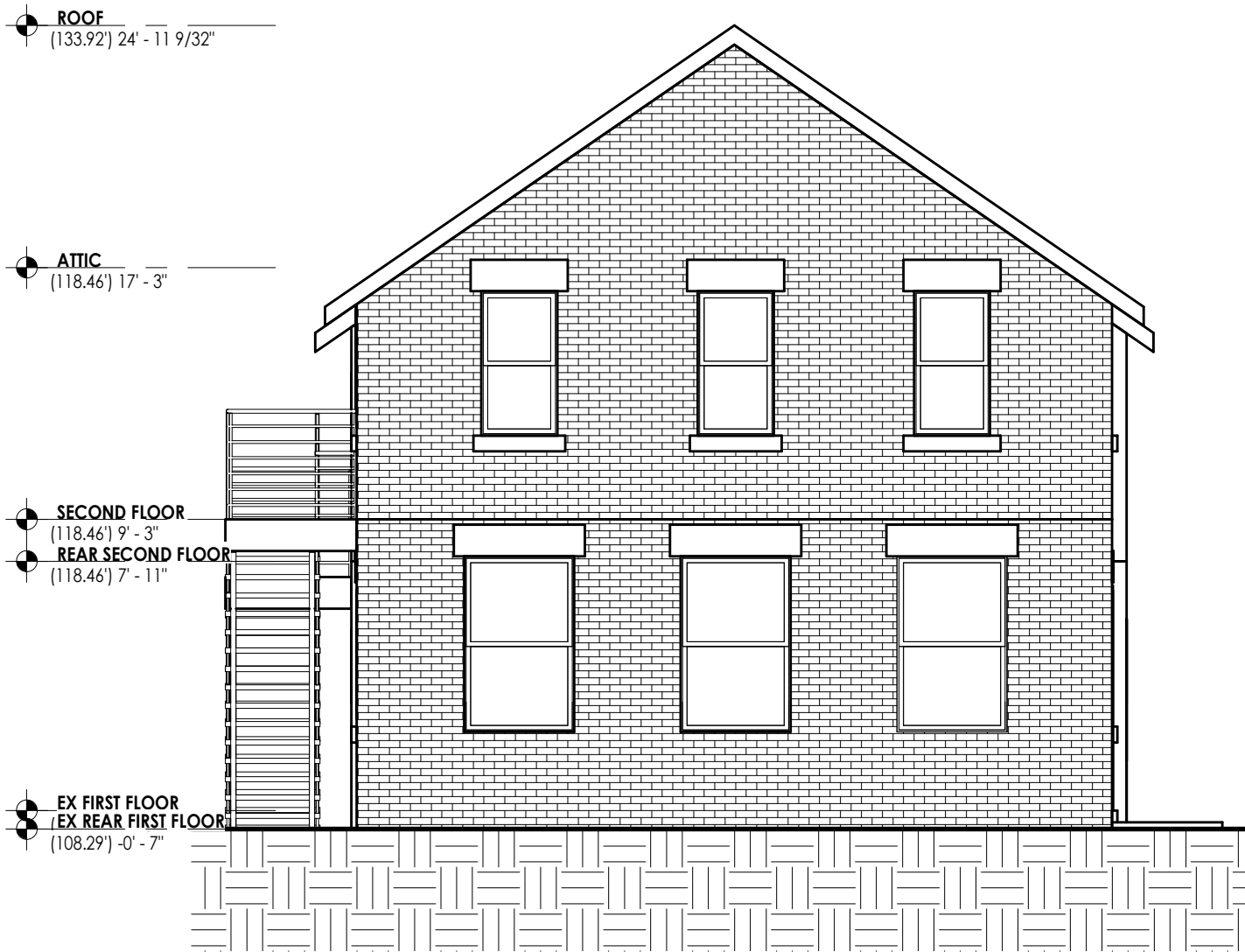
ATTIC
(118.46) 17' - 3"

SECOND FLOOR
(118.46) 9' - 3"

REAR SECOND FLOOR
(118.46) 7' - 11"

EX FIRST FLOOR
EX REAR FIRST FLOOR
(108.29) 0' - 7"

2 SIDE (SOUTH) ELEVATION



ROOF
(133.92) 24' - 11 9/32"

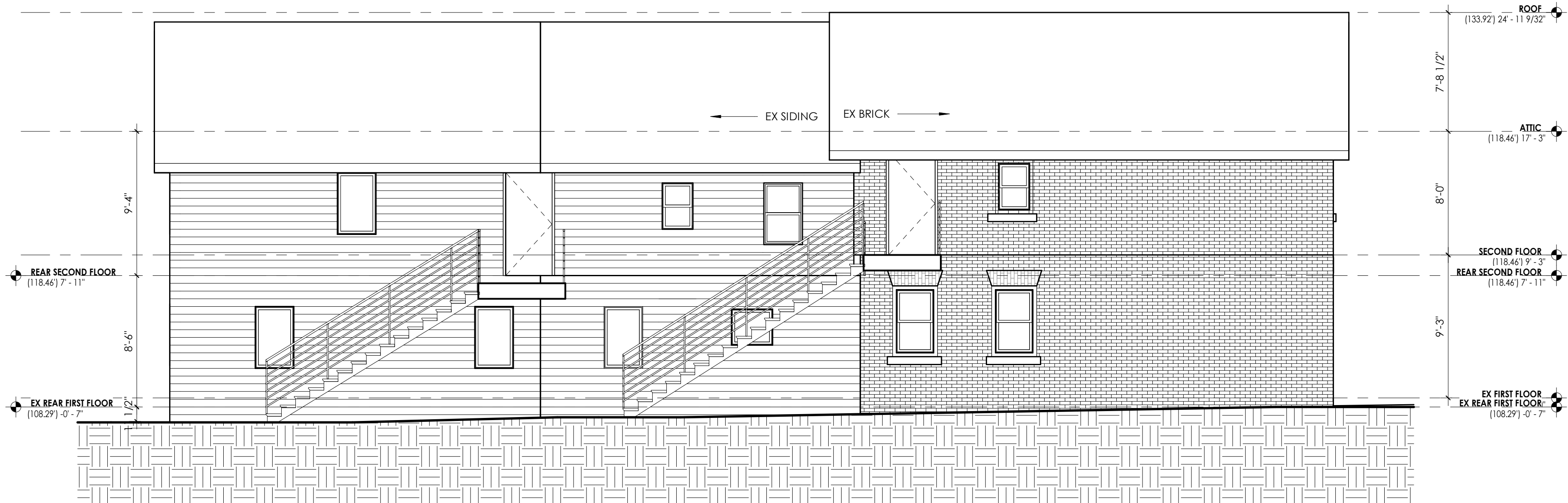
ATTIC
(118.46) 17' - 3"

SECOND FLOOR
(118.46) 9' - 3"

REAR SECOND FLOOR
(118.46) 7' - 11"

EX FIRST FLOOR
EX REAR FIRST FLOOR
(108.29) 0' - 7"

3 FRONT (STREET) ELEVATION



ROOF
(133.92) 24' - 11 9/32"

ATTIC
(118.46) 17' - 3"

SECOND FLOOR
(118.46) 9' - 3"

REAR SECOND FLOOR
(118.46) 7' - 11"

EX FIRST FLOOR
EX REAR FIRST FLOOR
(108.29) 0' - 7"

EX SIDING
EX BRICK

9'-4"

8'-6"

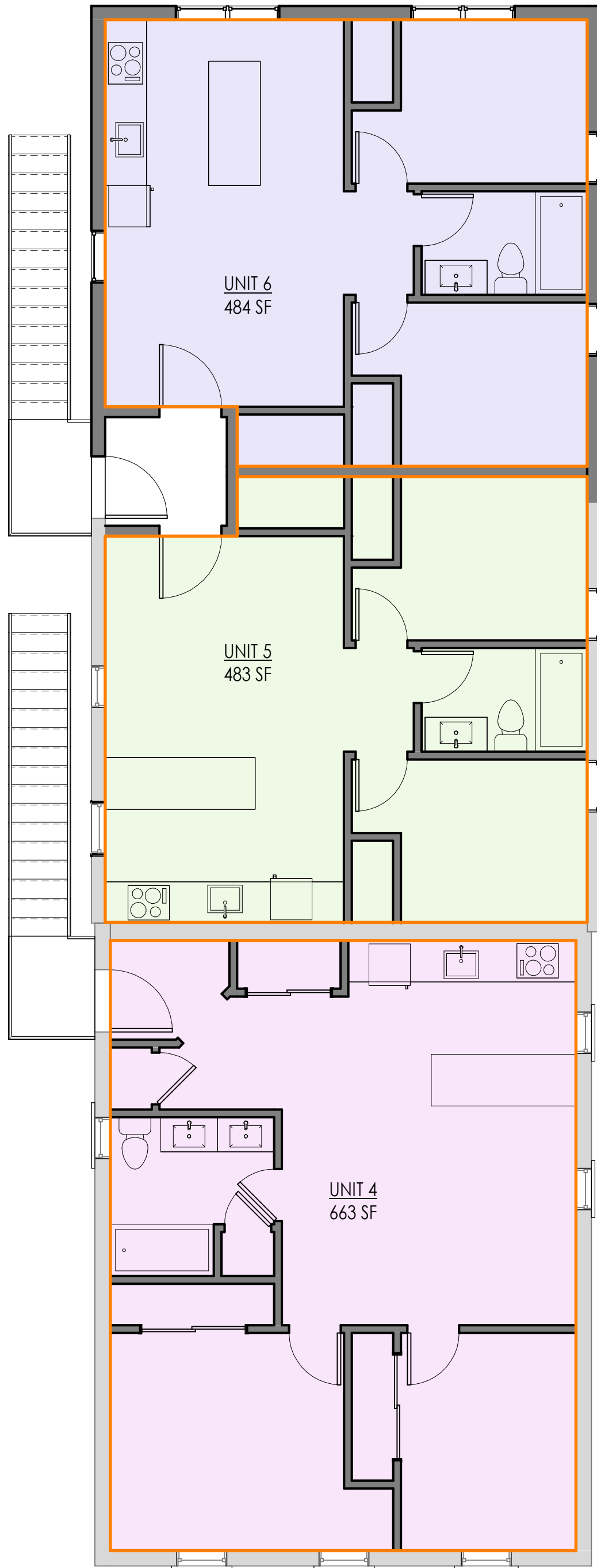
7'-8 1/2"

8'-0"

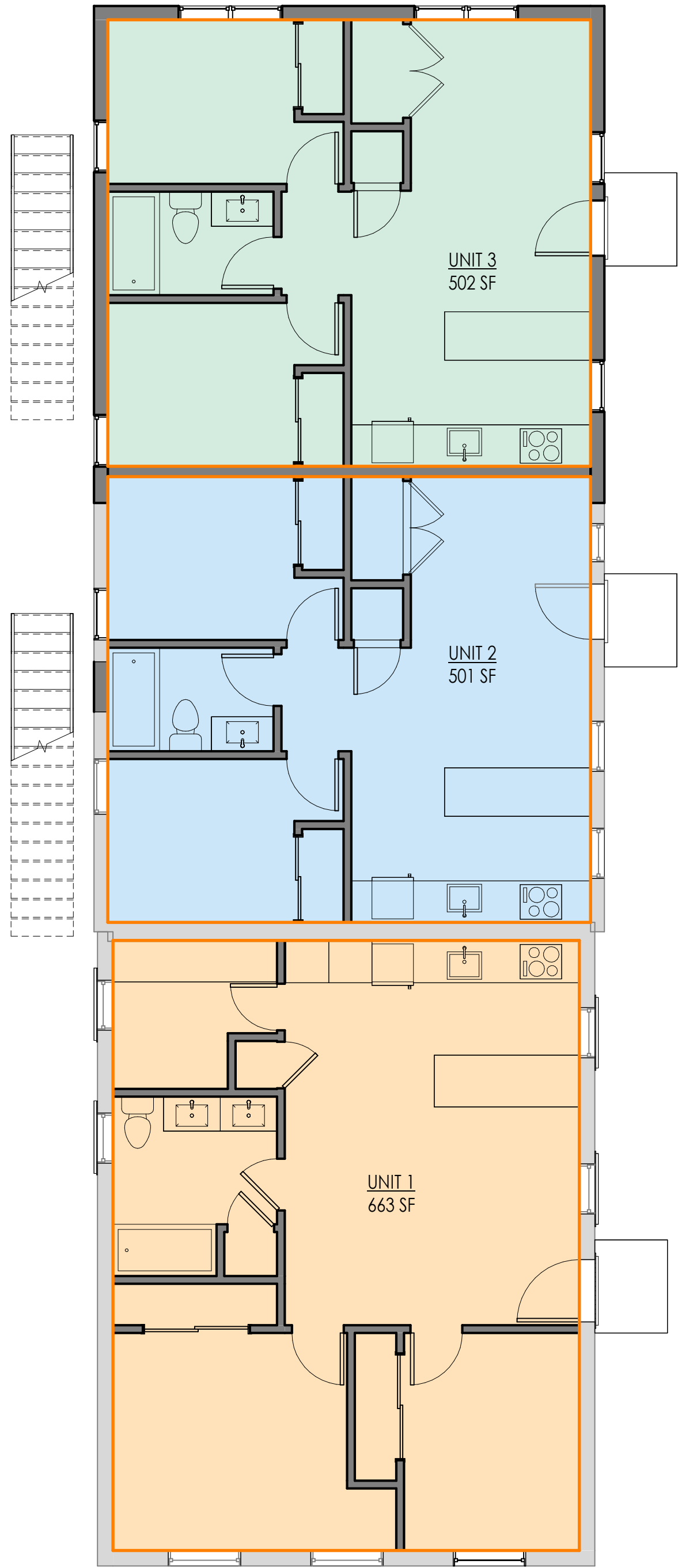
9'-3"

1 SIDE (NORTH) ELEVATION

No.	Description	Date



4 SECOND FLOOR



3 FIRST FLOOR

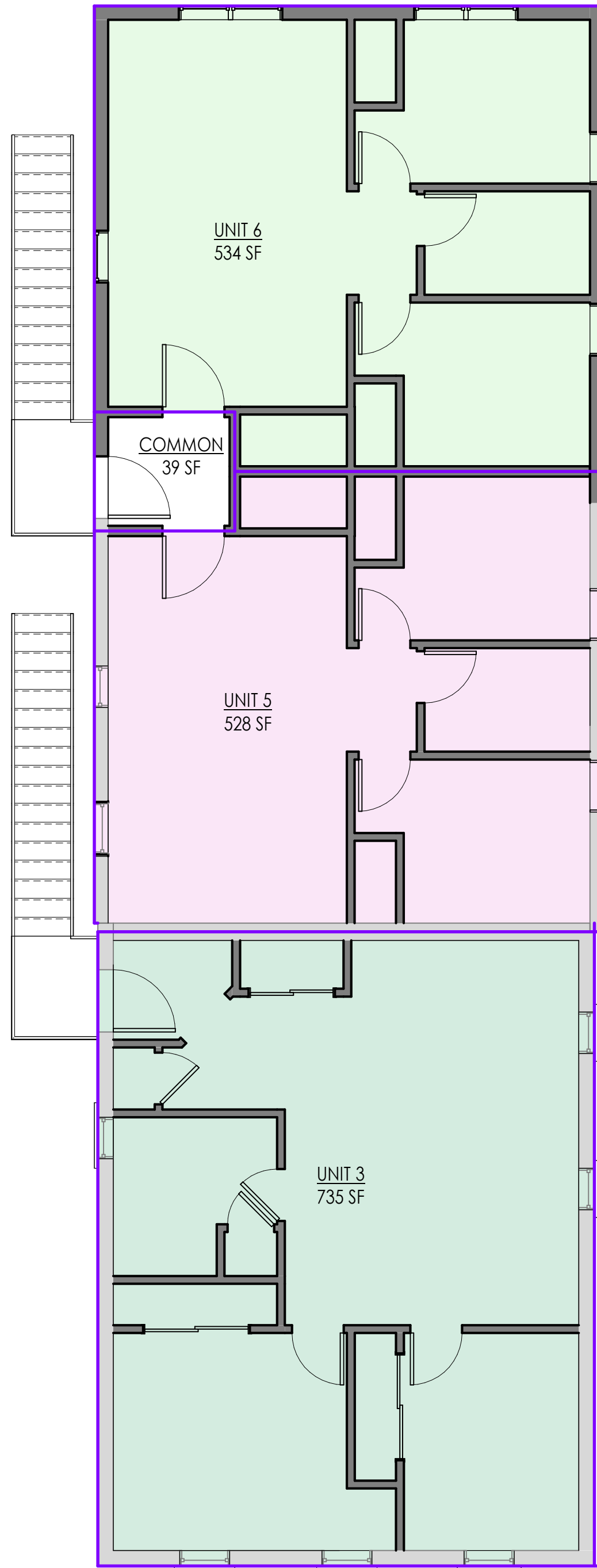
NET UNIT AREA TOTALS

-FOR INFORMATION ONLY.
-UNIT MEASUREMENT SHOWN IS INSIDE FACE OF
UNIT EXTERIOR WALLS. (PAINT TO PAINT)

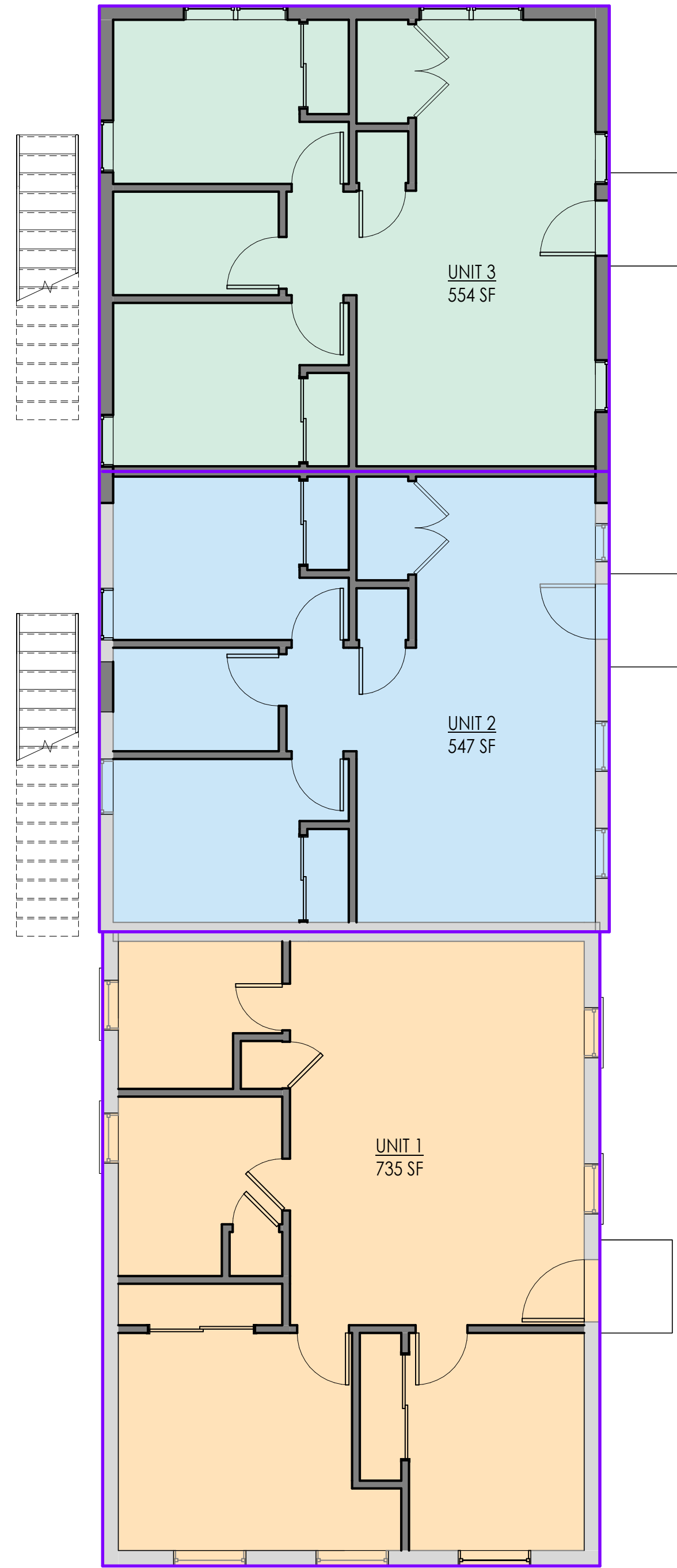
NAME	AREA	BEDS
UNIT 1	663 SF	
UNIT 2	501 SF	
UNIT 3	502 SF	
UNIT 4	663 SF	
UNIT 5	483 SF	
UNIT 6	484 SF	
TOTAL	3296 SF	

GRAPHIC LEGEND

AREA BOUNDARY



2 SECOND FLOOR



1 FIRST FLOOR

GROSS AREA

-FOR INFORMATION ONLY.
-UNIT MEASUREMENT TAKEN FROM FACE OF EXTERIOR
WALL TO CENTER LINE OF SHARED WALLS.

GROSS - BY UNIT		
Name	Area	OCC LOAD CALC
COMMON	39 SF	0.2
UNIT 1	735 SF	3.7
UNIT 2	547 SF	2.7
UNIT 3	1289 SF	6.4
UNIT 5	528 SF	2.6
UNIT 6	534 SF	2.7
Grand total	3672 SF	18.4

GROSS AREA - BY FLOOR

EX FIRST FLOOR	1836 SF	9.2
SECOND FLOOR	1836 SF	9.2
Grand total	3672 SF	18.4

No.	Description	Date

Zoning

-  AG - Agriculture
-  CA - Commercial Amusement
-  CR - Commercial Recreation
-  CS - Commercial Service
-  DBD - Downtown Business
-  GB - General Business
-  GM - General MAnufacturing
-  LB - Local Business
-  LM - Local Manufacturing
-  P - Auto Parking
-  PF - Public Facilities
-  R1-40 - Single Family Residential
-  R1-50 - Single Family Residential
-  R1-60 - Single Family Residential
-  R1-75 - Single Family Residential
-  R2F Two-Family Residential
-  RB - Roadside Business
-  RMF - Multi-Family Residential
-  RRB - Residential/Business
-  RS - Residential Suburban

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CITY OF SANDUSKY, OHIO
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

PLANNING COMMISSION REPORT

APPLICATION FOR A MAP AMENDMENT TO THE
ZONING MAP AT 416 WARREN ST. (PARCEL 56-
00352.000)

Reference Number: PRZ24-0002

Date of Report: March 27, 2024

Report Author: Alec Ochs, Assistant Planner



City of Sandusky, Ohio

Planning Commission Report

BACKGROUND INFORMATION

Property Owner: Hampton Enterprises, LLC
P.O. Box 2171
Sandusky, OH 44870

Site Location: 416 Warren St.
Sandusky, OH 44870

Current Zoning: CS – Commercial Service

Proposed Zoning: RMF – Multi-family Residential

Adjacent Zoning: North: CS – Commercial Service
East: R2F – Two Family Residential
South: CS – Commercial Service
West: CS – Commercial Services

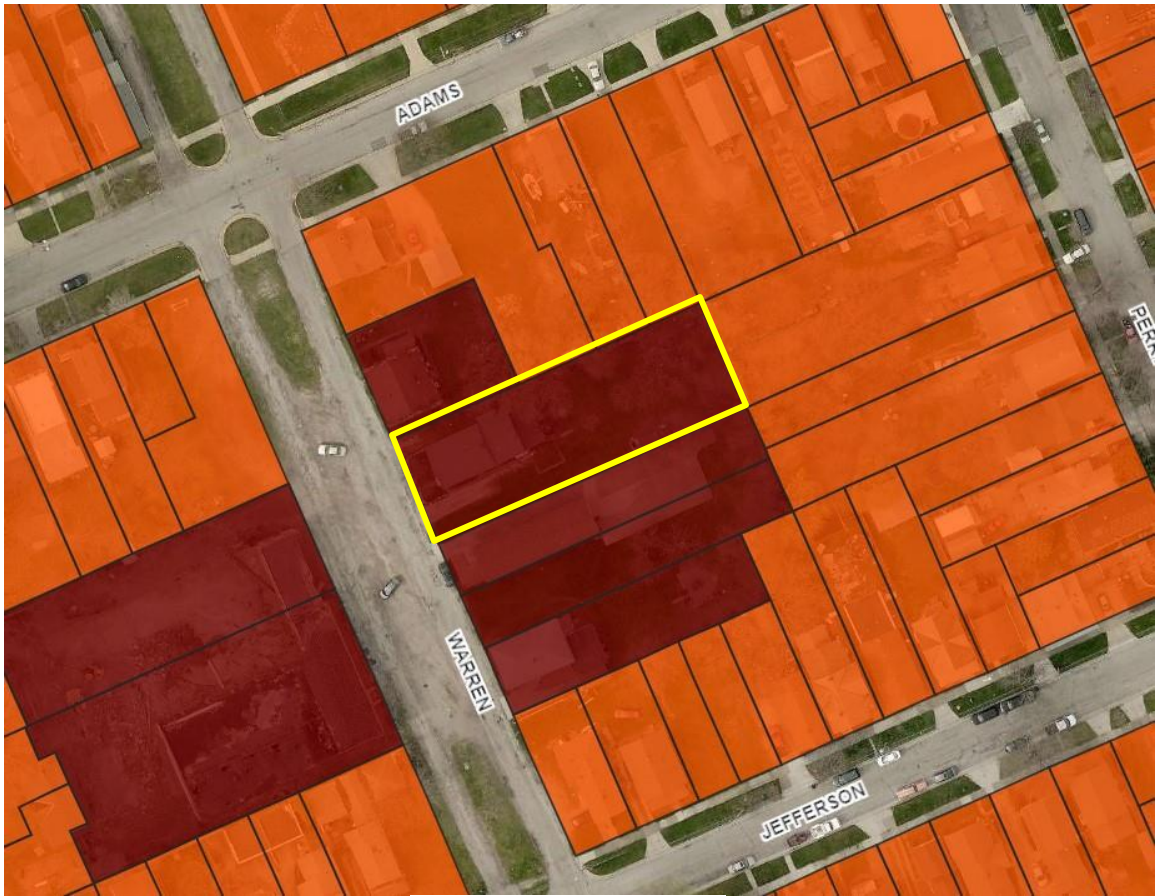
Existing Use: Residential / Business

Proposed Use: Residential / Business

Applicable Plans & Regulations: City of Sandusky Bicentennial Comprehensive Plan
City of Sandusky Planning and Zoning Code Chapters:
1113 Amendments, 1129 Residential, Districts, 1137
Commercial Districts

SITE PICTURES

Subject Parcels Outlined in yellow:



Zone Map Setbacks



PUD - Planned Unit Development



Parcels



TRO - Transient Rental Overlay



Zoning

- AG - Agriculture
- CA - Commercial Amusement
- CR - Commercial Recreation
- CS - Commercial Service
- DBD - Downtown Business
- GB - General Business
- GM - General MANufacturing
- LB - Local Business
- LM - Local Manufacturing
- P - Auto Parking

- PF - Public Facilities
- R1-40 - Single Family Residential
- R1-50 - Single Family Residential
- R1-60 - Single Family Residential
- R1-75 - Single Family Residential
- R2F Two-Family Residential
- RB - Roadside Business
- RMF - Multi-Family Residential
- RRB - Residential/Business
- RS - Residential Suburban

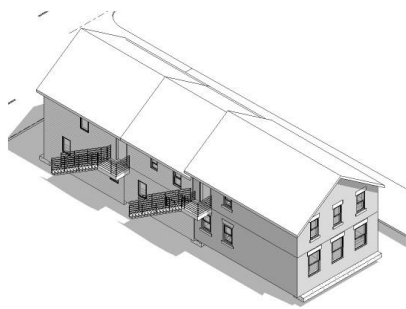
Aerial of site – Fall 2023



Bird eye photo from (3/7/2023)



Street View from 7/2019



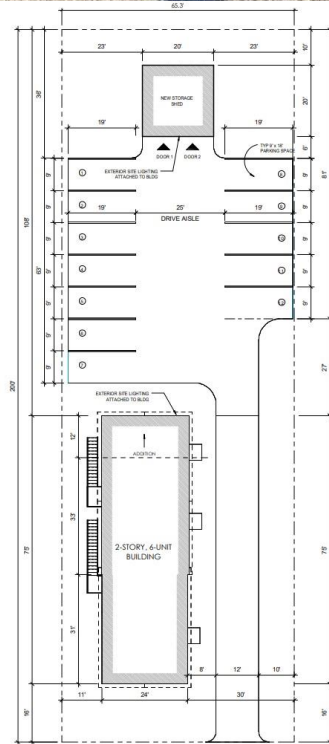
⑤ ROOF AXON

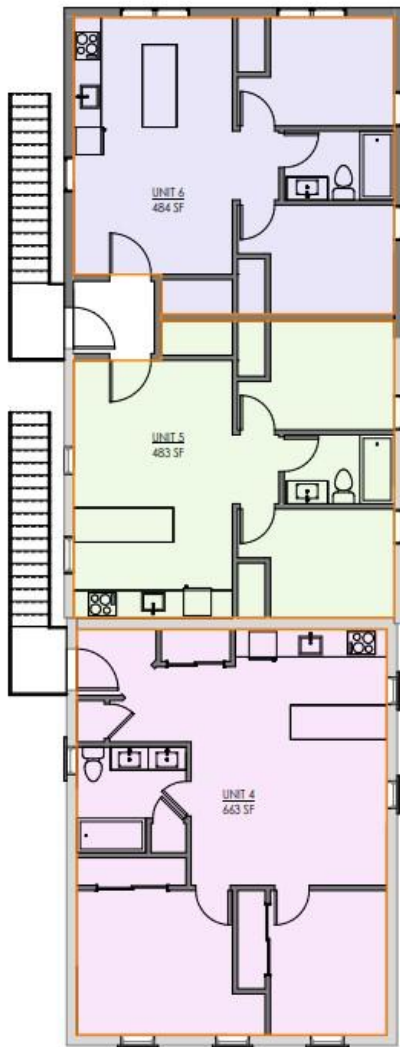


② FRONT PERSPECTIVE

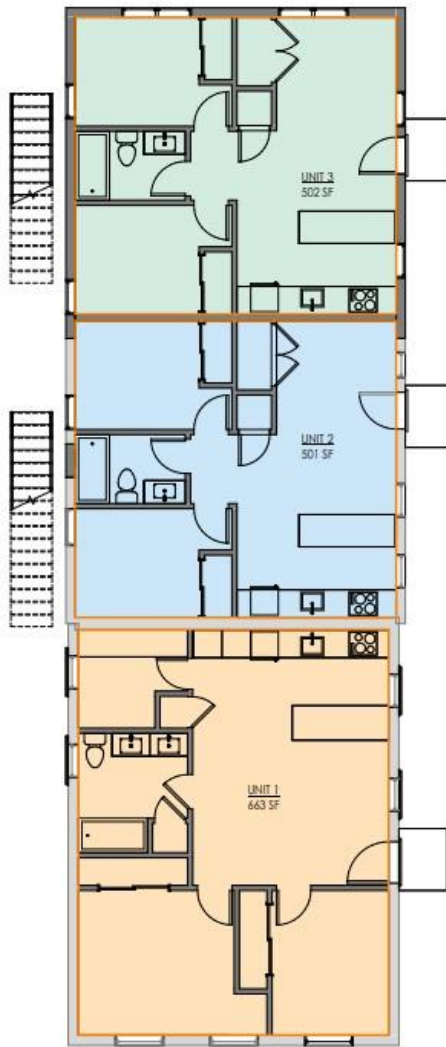


③ REAR PERSPECTIVE





④ SECOND FLOOR



③ FIRST FLOOR

PROJECT DESCRIPTION

The structure had historically been a two family unit but was altered by the previous owner to a one unit. The applicant is proposing to convert the structure from a one unit residential to a six unit residential, for the purpose of long-term rentals.. To do so, a zoning change must take place. The current zoning, Commercial Service District, limits residential units to two.

APPLICABLE CODE SECTIONS

CHAPTER 1113
Amendments

Chapter 1113 Amendments, of the Zoning Code states that the Zoning Map may be amended periodically in order to keep it abreast of new zoning techniques, as well as when the following general conditions arise:

- (1) Whenever a general hardship prevails throughout a given district;
- (2) Whenever a change occurs in land use, transportation, or other sociological trends, either within or surrounding the community; and
- (3) Whenever extensive developments are proposed that do not comply but would be in the public interest.

CHAPTER 1129

Residential Districts

1129.03 SCHEDULE OF PERMITTED BUILDINGS AND USES.

		Minimum lot size			Minimum yard dimensions			Max. Height	
			Width at Front building depth line		Side Width		Rear Depth	Main Building	
District	Dwelling or building type	Area per unit (sq. ft.)	(ft.)	(ft.)	Single (ft.)	Total (ft.)	30% or (ft.)	Story	Ft.
RMF	1 Fam. Dw.	4,300	33	25	3	10	40	2	30
	2 Fam. Dw.	2,500	33	25	3	10	40	2	30
	Row	2,250	66	25	**	**	40	2	30
	House Apartment	2,000	66	25	**	**	40	6	75

1145.06 DWELLING UNIT AREA REQUIREMENTS.

In order to promote healthful living conditions, and to preserve the value and character of residential neighborhoods, dwellings shall be erected, altered, moved, maintained, modernized, or used only in accordance with the following standards:

- (a) Area of Dwelling Unit. The sum of the gross floor areas above the basement level, including those rooms and closets having a minimum ceiling height of 7 feet, and having the natural light and ventilation as required by the building code; rooms above the first floor may be included which are directly connected by a permanent stairs and hall, and spaces under pitched roofs having a minimum knee-wall height of 4 feet if 2/3 of the room area has a minimum ceiling height of 7 feet. The area shall be measured from the interior face of the enclosure walls at the

first floor line, and the interior face of the walls of those rooms which may be included under a pitched roof for one-family dwellings, and measured from the center line of party walls where applicable for two-family or multifamily dwellings. There shall be excluded all areas within garages and porches for all dwellings; utility and general storage rooms in basementless dwellings; and public halls, and utility and general storage rooms in multifamily dwellings.

(b) Minimum Area. The minimum area of a dwelling unit, as defined in this section, shall be not less than set forth in the following schedule:

Dwelling Type	District	Minimum Area Per Dwelling Unit (sq. ft.)
1-family	RS R1-75 R1-60	900
1-family	R1-50	700
1-family	R1-40	575
1-family	R2F	550
2-family		450
1-family	RMF	550
2-family		450
Multifamily		400

1137.05 PERMITTED MAIN BUILDINGS AND USES; COMMERCIAL SERVICES DISTRICT.

(a) Main Buildings and Uses.

- (1) All buildings and uses permitted in and as regulated in the Commercial Recreation District;
- (2) Wholesale businesses, services and storage establishments as follows:
 - A. Cleaning establishments. Laundries, dyeing, carpet cleaning, dry cleaning, towel supply; auto-wash provided the waiting-line area is maintained entirely within premises;
 - B. Food and drink preparation. Baking, cake ornaments, canning, dehydrating, freezing, grinding, mixing, pasteurizing, refining, and roasting processes, meat processing, ice manufacturing, bottling works, breweries, wineries;
 - C. Laboratories; research, experimental, and testing;
 - D. Print and publishing establishment, stationary products;
 - E. Boat building and repair, fisheries, shipping docks;
 - F. Poultry packing and dressing;
 - G. Repair establishments for automotive motors, body and paint, tire vulcanizing, electrical and household appliances;
 - H. Other shops. Contractors, carpentry, plumbing, heating, painting, glazing, ornamental iron, roofing and sheet metal, packing and crating;
 - I. Warehouses, storage and wholesale establishments, freight yards and stations, excluding storage of explosive and flammable gases, solids, or liquids;
 - J. Yards for storage of coal, lumber, and other building materials, monument works;
 - K. Yards for public utility materials, equipment, and vehicles;
 - L. Animal hospitals, veterinarians' offices, kennels, stables for horses;
 - M. Commercial greenhouses.

- (3) Manufacturing uses, limited to the following products and processes.
- A. Advertising signs, sign painting;
 - B. Awnings, blinds, shades, brushes, brooms;
 - C. Cameras, clocks, jewelry, cutlery, kitchen utensils;
 - D. Clothing and leather goods;
 - E. Cosmetics and toiletries, compounding of pharmaceutical products;
 - F. Electrical equipment. Fans, irons, toasters; radios, televisions, and other electronic equipment; assembly of lighting fixtures;
 - G. Furniture, boxes, crates, patterns, and similar small wood products;
 - H. Hand tools and hardware, dies and similar small metal products;
 - I. Instruments and equipment for athletic, engineering, medical, musical purposes;
 - J. Mattresses and upholstering;
 - K. Metal finishing, grinding, plating, polishing, sharpening, welding;
 - L. Assembly and fabrication of machine tools; processing and machining of castings; assembly, fabrication, machining, processing, painting, plating and rustproofing of metal and nonmetal parts and accessories, including screw machine parts.
- (4) Multi-family residences as a conditional use in structures listed on the National Register of Historic Places as published from time to time by the Secretary of the United States Department of the Interior.
- (b) Similar Main Uses. Any other service, storage, or manufacturing establishment not listed above or in subsequent use classifications, and determined as similar by the Commission.
- (c) Accessory Buildings or Uses.
- (1) Accessory off-street parking and loading facilities as regulated and set forth in Chapter 1149.
- (2) Any accessory use customarily incident to a permitted main use.
(1980 Code 151.65)

DIVISION OF PLANNING COMMENTS

Rezoning applications for zone map amendments are evaluated based on the current/desired land use of the applicant and the broader perspective of whether the zoning change makes sense for the expected future land use of the site and the surrounding parcels.

The existing parcel is about 1 block away from an RMF- Multi-family Residential zoning district. The 400 block Commercial section of Warren Street is surrounded by residential uses. Staff has determined that changing to RMF- Multi-family Residential zoning district at 416 Warren St is appropriate and is in harmony with the comprehensive plan. It is also in harmony with surrounding zoning districts to the north, south and west. Commercial zones allow more intensive uses. The Multi-Family Residential zone is more restrictive compared to what is currently permissible and more appropriate in context of the residential neighborhood. Several permissible uses of a Commercial service District are: Manufacturing of durable goods, metal finishing, assembly and fabrication of machine tools, boat building, yards for storage of coal, lumber, and other building materials. Lack of available housing units in Sandusky has identified a strong need for more units of all types, and this project will increase the supply.

The Bicentennial Vision Comprehensive Plan outlines a number of priorities for the Central Neighborhood. Some of the priorities related to this site are:

1) Central District

- a. Preserve historic and intact housing stock and maintain quality of life in the neighborhood.
- b. Strengthen neighborhoods, enhance amenities and connections to downtown.

Staff examined the City's Bicentennial Vision Comprehensive Plan as it relates to this area and suggest this rezoning could offer great potential towards increasing quality of life, preserving an existing historic building, and helping to shape Sandusky as a livable city.

The parcel meets all area and yard requirements as proposed.

The applicant has submitted a site plan application for the project. Should the rezoning move forward, the site plan application will be on the Planning Commission agenda for May's regularly scheduled meeting.

OTHER DEPARTMENT COMMENTS

Engineering Staff:

The Engineering Department has no objections.

Building Staff:

The Building Department has no objections.

Police Department:

No objections have been received as of the writing of this report.

Fire Department:

No objections have been received as of the writing of this report.

Code Compliance:

The Code Compliance Department has no objections.

CONCLUSION/RECOMMENDATION

Staff recommends approval of the proposed amendment to the Zoning Map at 416 Warren St. (parcel 56-00352.000) with the following conditions:

1. All applicable permits must be obtained through the Building Department, Engineering Department, and any other applicable agency prior to transient occupancy.

Planning Commission
April 4, 2024
Special Meeting Minutes

Meeting Called to Order

Chair Poggiali called the special Planning Commission meeting to order at 5:00 pm. The following Commissioners were present: Commissioner Castile, Commissioner Jackson, Commissioner McGory, Vice Chair Miller, Chair Poggiali, and Commissioner Zuilhof. Arin Blair and Alec Ochs were present on behalf of the Community Development Department, Stewart Hastings was present on behalf of the Law Department and Quinn Rambo was the acting clerk. Commissioner Whelan was absent.

Public Hearing

416 Warren Street- JaMarcus Hampton, on behalf of Hampton Enterprises, LLC, has submitted an application for an amendment to the zoning map for 416 Warren Street (parcel 56-00352.000). The application is to amend the zoning map from CS- Commercial Services to RMF- Residential Multi-Family.

Chair Poggiali introduced the application and asked for the Staff report. Mr. Ochs stated the structure had been a two-family unit historically but was altered by the previous owner to a one unit. The applicant proposed to convert the structure from a one unit residential to a six-unit multi-family residential, for the purpose of long-term rentals, to accomplish this a zoning change would need to take place. The current zoning was Commercial Service and limited residential units to two. Rezoning applications for zoning map amendments were evaluated based on the current/desired land use of the applicant and the broader perspective of whether the zoning change makes sense for the expected future land use of the site and the surrounding parcels. The existing parcel was about 1 block away from an RMF- Multi-family Residential zoning district. The 400-block commercial section of Warren Street was surrounded by residential uses. Staff determined that changing to RMF- Multi-family Residential zoning district at 416 Warren St was appropriate and in harmony with the comprehensive plan and surrounding zoning districts to the north, south and west. Commercial zones allowed for more intensive uses. The Multi-Family Residential zone would be more restrictive compared to what was currently permissible and more appropriate in context of the residential neighborhood. Several permissible uses of a Commercial Service District included manufacturing of durable goods, metal finishing, assembly and fabrication of machine tools, boat building, yards for storage of coal, lumber, and other building materials. Due to the lack of available housing units in Sandusky, Staff identified a strong need for more units of all types, and this project would increase the supply. The Bicentennial Vision Comprehensive Plan outlined several priorities for the Central Neighborhood. Some of these priorities related to this site were: preservation of historic and intact housing stock, maintained quality of life in the neighborhood, strengthened neighborhoods, enhanced amenities and connections to downtown. Staff examined the City's Bicentennial Vision Comprehensive Plan related to this area and suggested this rezoning would offer great potential towards increased quality of life, preservation of an existing historic

building, and helping to shape Sandusky as a livable city. The parcel met all area and yard requirements as proposed. The applicant submitted a site plan application for the project. If the Commission approved the rezoning, the site plan application would be on the Planning Commission agenda for May's regularly scheduled meeting. No other City Departments had objections to this proposal. Staff recommended approval of the proposed amendment to the Zoning Map at 416 Warren Street (parcel 56-00352.000) with the following condition that all applicable permits were obtained through the Building Department, Engineering Department, and any other applicable agency prior to any zoning change or construction. Ms. Blair stated that the site plan provided in the packet was just to show the applicant completed his due diligence and if the rezone was approved, the site plan would be brought to the Planning Commission for approval. Commissioner Castile asked when the site plan was brought to the Commission that site plan document can be in a larger font because she had a hard time reading the information provided on the one presented at this meeting. Chair Poggiali asked the applicant to come forward and speak on behalf of the application. Mr. JaMarcus Hampton, the applicant, gave a brief history of the property and his relationship to the neighborhood. Vice Chair Miller stated he was excited for the development, especially about affordability and asked about the construction of the new two-story portion. Mr. Hampton stated the building was structurally sound, 90% of the demolition was completed, and much of the project would be restoration of the building. Commissioner McGory stated he was excited about Mr. Hampton's concept.

Commissioner Zuilhof made a motion to approve the application subject to Staff conditions. The motion was seconded by Commissioner McGory. Chair Poggiali added that the key for the project would be management. Commissioner Zuilhof added his decision was based off the code. Commissioner Castile added that she read the zoning code and Staff comments, drove past the property, and agreed it was mostly residential in that area. Chair Poggiali called for the vote since there was no public present to comment. All Commissioners voted to approve the motion, unanimously.

Adjournment

Chair Poggiali adjourned the meeting at 5:15 pm

Next Meeting:

April 24, 2024, at 5:00pm.

Approved:


Clerk


Chair/ Vice Chair



DEPARTMENT of COMMUNITY DEVELOPMENT

Division of Planning
240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

May 13, 2024

On Thursday, April 4, 2024, at a special scheduled meeting, the Sandusky Planning Commission recommended the approval of an amendment to the zoning map for 416 Warren St. (parcel 56-00352.000) to rezone the property from CS – Commercial Service to RMF – Multi-Family Residential with the following conditions:

1. All applicable permits must be obtained through the Building Department, Engineering Department, Division of Planning and any other applicable agency prior to occupancy.



Steve Poggiali
Planning Commission Chairman

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF THE CITY OF SANDUSKY TO REZONE PARCEL NO. 56-00352.000 LOCATED AT 416 WARREN STREET FROM "CS" COMMERCIAL SERVICES DISTRICT TO "RMF" MULTI-FAMILY RESIDENTIAL DISTRICT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT UNDER SUSPENSION OF THE RULES AS CONTAINED IN AND IN ACCORDANCE WITH SECTION 13 OF THE CITY CHARTER.

WHEREAS, a request is being made on behalf of Hampton Enterprises, LLC for an amendment to the Zone Map No. 96-01 as codified in Section 1121.03 of the Codified Ordinances of the City for Parcel No. 56-00352.000 located at 416 Warren Street from "CS" Commercial Services District to "RMF" Multi-Family Residential District and as more fully described in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein; and

WHEREAS, the change in zoning is being requested as the property owner plans to convert the structure from a one-unit residential to a six-unit residential for the purpose of long-term rentals; and

WHEREAS, this request was heard by the Planning Commission at their April 4, 2024, meeting resulting in the Planning Commission's recommendation to **approve** the requested Zone Map Amendment for Parcel No. 56-00352.000 located at 416 Warren Street; and

WHEREAS, a public hearing on the applicant's request was held by this City Commission at their May 13, 2024, regularly scheduled meeting; and

WHEREAS, this Ordinance should be passed under suspension of the rules in accordance with Section 13 of the City Charter approving the Amendment to the Zone Map 96-01 as Codified in Section 1121.03 of the Codified Ordinances to rezone Parcel No. 56-00352.000 located at 416 Warren Street from "CS" Commercial Services District to "RMF" Multi-Family Residential District; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio and, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission approves the requested rezoning and the Zone Map 96-01, as codified in Section 1121.03 of the Codified Ordinances of the City, is hereby amended to effect the rezoning of Parcel No. 56-00352.000 located at 416 Warren Street from "CS" Commercial Services District to "RMF" Multi-Family Residential District as more fully described in Exhibits "A" and "B" which are attached to this Ordinance and specifically incorporated herein.

Section 2. The City's Chief Planner is directed to make the change on the original Zoning Map on file in the Office of Planning and Zoning.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect under suspension of the rules as contained in and in accordance with Section 13 of the City Charter after its adoption and due authentication by the President and the Clerk of The City Commission.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024 (effective after 30 days)

Transferred
 - Compliance with sections
 319-202 and 322-02 of the
 Ohio Revised Code.
 Fee \$ 30.00
 Amount: _____
 E TRANSFER:
 \$ 90.00
 Richard H. Jeffrey
 Erie County Auditor
 Trans. Fees: \$ 50
 Date: 6/13/22 By: [Signature]

Per O.R.C. 319.203
 Erie County Auditor/Engineer
 Date

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT EFREN ESTRADA GONZALEZ, JR., unmarried, OSCAR ESTRADA GONZALEZ, unmarried and CLAUDIA ESTRADA GONZALEZ, unmarried, the Grantors, claiming title by or through instrument recorded as Erie County Recording Number 201800461, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten and 00/100 Dollars (\$10.00) received to their full satisfaction of HAMPTON ENTERPRISES, LLC, the Grantee, whose tax mailing address will be 306 WAGENA AVE, ROADDAKE, VA 24015, do:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

Being Lot Number 26 on Warren Street, a part of Old Town Plat in the City of Sandusky, be the same more or less, but subject to all legal highways.

Permanent Parcel No(s): 56-00352.000
 Known As: 416 Warren Street Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate successors and assigns forever.

AND THE SAID Grantors, for themselves and their heirs, assigns and successors, hereby covenant with the said Grantee, its heirs, assigns and successors, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

IN WITNESS WHEREOF, the Grantors do hereunto set their hands the 10th day of June, 2022.

GRANTORS:

Efren Estrada Gonzalez, Jr.
EFREN ESTRADA GONZALEZ, JR.

Claudia Estrada Gonzalez
CLAUDIA ESTRADA GONZALEZ

Oscar Estrada Gonzalez
OSCAR ESTRADA GONZALEZ

STATE OF OHIO)
) SS:
ERIE COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Grantors, **EFREN ESTRADA GONZALEZ, JR., unmarried, OSCAR ESTRADA GONZALEZ, unmarried and CLAUDIA ESTRADA GONZALEZ, unmarried** and acknowledged that they did sign this instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2022. This is an acknowledgment clause. No oath or affirmation was administered to the signer(s).



JUDITH A SCHMENK
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION
EXPIRES 10/25/25

Judith A. Schmenk
NOTARY PUBLIC

This Instrument Prepared By:
Attorney Paul M. Koch, Atty.Reg.No. 0079410
The Law Office of Paul M. Koch LLC
Sandusky, Ohio 44870

SOUTHERN TITLE OF OHIO LTD.
22-152 • SANDUSKY, OHIO 44870

EXHIBIT "A"
LEGAL PROPERTY DESCRIPTION

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number 26 on Warren Street, a part of the Old Town Plat of the City of Sandusky, be the same more or less, but subject to all legal highways.

EXHIBIT "A"

EXHIBIT "B"



Parcel ID - 56-00352.000
Alt Id - 56094226012
Address - 416 WARREN
Owner - HAMPTON
ENTERPRISES LLC (Owner
Address)
HAMPTON ENTERPRISES LLC
(Tax Payer Address)
View:
[Report](#) | [NearMap](#) | [Levies](#) | [Tax
Distribution](#) | [Google Maps](#)



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

To: John Orzech, City Manager
From: Colleen Gilson, Director of Community Development
Date: May 15, 2024
Subject: Commission Agenda Item – Extension of Memorandum of Understanding (MOU) with Fairmont Properties and North Coast Inns

Items for Consideration: Legislation authorizing the City Manager to enter into a First Amendment to the Memorandum of Understanding (MOU) with Fairmont Properties, LLC and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, Ohio to extend the term of the MOU for six (6) months from the effective date of June 1, 2024, through November 30, 2024.

Background Information: The City of Sandusky executed a MOU with Fairmont Properties and North Coast Inns for the pursuance of due diligence related to their proposed project concept development, financing modeling and identification of financing mechanisms for the redevelopment of the Jackson Street Parking lot site. The project partners have requested additional time for the refinement of the development concept and to participate in additional feasibility analysis toward the advancement of a development agreement with the City for the redevelopment of the site.

Budgetary Information: There is no cost to the City.

Action Requested: It is requested that the proper legislation be prepared to allow the City Manager to enter into a First Amendment to the Memorandum of Understanding with Fairmont Properties and North Coast Inns for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, Ohio until November 30, 2024. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to allow the City Manager to immediately execute the First Amendment prior to the effective date of June 1, 2024.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Stewart Hastings, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH FAIRMOUNT PROPERTIES, LLC, AND NORTH COAST INNS, INC. FOR THE POTENTIAL REDEVELOPMENT OF THE JACKSON STREET PARKING LOT IN SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is the owner of the public parking lot referred to as the Jackson Street Parking Lot located on the east side of Jackson Street between Water street and Market Street in Sandusky, Ohio; and

WHEREAS, the City Commission approved a Memorandum of Understanding (MOU) with Fairmount Properties, LLC, (Developer) and North Coast Inns, Inc. (Hotel Partner) for the potential redevelopment of the Jackson Street Parking Lot in Sandusky by Ordinance No. 23-115, passed on May 22, 2023; and

WHEREAS, the Memorandum of Understanding (MOU) established the framework and guiding principles established by the City, developer, and hotel partner, in furtherance of the redevelopment project and the negotiation of a development agreement; and

WHEREAS, the City, Developer, and Hotel Partner desire to amend the MOU to extend the term of the MOU for six (6) months from the effective date of June 1, 2024, through November 30, 2024, and clarify the uses within the project; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to immediately execute the First Amendment prior to the effective date of June 1, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a a First Amendment to the Memorandum of Understanding with Fairmount

Properties, LLC, and North Coast Inns, Inc. for the potential redevelopment of the Jackson Street Parking Lot in Sandusky, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

This First Amendment to Memorandum of Understanding (this “**Amendment**”) is entered into on May _____, 2024 (“**Amendment Date**”) but effective as of June 1, 2024 (the “**Effective Date**”), by and between The City of Sandusky (the “**City**”), Fairmount Properties LLC (“**Developer**”), and North Coast Inns, Inc. (“**Hotel Partner**”).

W I T N E S S E T H:

WHEREAS, the City, Developer and Hotel Partner entered into that certain Memorandum of Understanding dated as of June 5, 2023 (the “**MOU**”), with respect to the development opportunity for a mixed-use project at a site located in Sandusky, Ohio (the “**Project**”), as more fully described in the MOU; and

WHEREAS, the City, Developer and Hotel Partner have not executed a development agreement for the Project; and

WHEREAS, the City, Developer and Hotel Partner have determined that Project will not include the use of multi-family residential; and

WHEREAS, the City, Developer and Hotel Partner now desire to amend the MOU to extend the term of the MOU and clarify the uses within the Project effective as of the Effective Date;

NOW, THEREFORE, in consideration of the terms and conditions contained in the MOU, as amended by the terms and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, Developer and Hotel Partner agree as follows:

1. Incorporation of Recitals; Defined Terms. Each of the foregoing recitals is incorporated herein by this reference and made a part hereof. Unless otherwise defined herein, capitalized words and terms used in this Amendment shall have the meanings ascribed to such terms in the MOU.

2. Term. The first sentence of Section 5 of the MOU is hereby deleted in its entirety and replaced with the following:

“The City hereby grants exclusive development right to Developer and Hotel Partner with respect to the Development Site and the Project, commencing on the Effective Date and ending at Midnight on that date which is six (6) months from the Amendment Date.”

3. Description of Project. As of the Effective Date, it is the intention of the City, the Developer and the Hotel Partner that the uses within the Project will not include multi-family residential.

4. Ratification; Effect of Amendment. Except as amended and modified hereby, the City, Developer and Hotel Partner hereby affirm and ratify the MOU and agree that the MOU remains in full force and effect. The City, Developer and Hotel Partner hereby ratify and confirm their respective rights and obligations under the MOU. The MOU may not be further amended or modified except in writing signed by both parties.

5. Incorporation. In the event of any conflict between this Amendment and the MOU, this Amendment shall control.

6. Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed and delivered by facsimile transmission or other electronic means, and a facsimile or electronic copy of this Amendment or of a signature of a party will be effective as an original.

[signatures to follow]

EXHIBIT

IN WITNESS WHEREOF, the City, Developer and Hotel Partner have caused this Amendment to be executed by a duly authorized representative as of the date first written above.

THE CITY OF SANDUSKY

By: _____
Name: John Orzech
Title: City Manager

FAIRMOUNT PROPERTIES LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

NORTH COAST INNS INC.

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Name: Stewart Hastings
Title: Law Director



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: John Orzech, City Manager
From: Collen Gilson, Director of Community Development
Date: May 13, 2024
Subject: Commission Agenda Item – Community Reinvestment Act (CRA) – 920 W Osborne (formerly Osborne School)

Items for Consideration: Legislation approving a Community Reinvestment Area Tax Abatement Agreement between the City of Sandusky and Community Building Partners, LLC an Ohio limited liability company, for the purposes of furthering economic development efforts within the City.

Background Information: Community Building Partners, LLC has executed a purchase agreement for the property at 920 W Osborne – formerly Osborne School. A contingency of the purchase agreement is the approval of CRA Tax Abatement for the project. Community Building Partners, LLC is underway with planning, design and financing for the historic restoration of the building toward final use as twenty-one 1 and 2 bedroom affordable senior apartments complemented by shared indoor and outdoor community space. The total project cost is estimated at \$9.9M.

The project will create a minimum of one (1) new full-time equivalent jobs and two (2) new part-time equivalent jobs with an annual payroll of approximately \$88,000. Further, the company will cause for the creation of 50-75 temporary construction jobs.

The requested real estate tax abatement is on the increase in value for the buildings/project for a period of ten (10) years with a 75% abatement. This abatement ultimately will be based on the appraised value of the physical improvements to the buildings/project which remains unknown until the construction has been completed and is reappraised by the County. The Board of Education of the Sandusky City Schools approved the proposed tax abatement by formal resolution at its May 15, 2024 meeting.

Budgetary Information: The project will have an ongoing positive impact on the general fund, as 25% of the increase in assessed value will be subject to real estate taxes during the abatement period. Additionally, the project will also help sustain construction jobs in the local economy, through an estimated \$500,000 in construction payroll from 50-75 temporary construction jobs and \$88,000 annually through the creation of an estimated 1 new FTE and 2 new part-time equivalent employment positions that will be subject to City income tax.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Community Reinvestment Area Agreement with Community Building Partners, LLC It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to complete sale of the building from the City of Sandusky to Community Building Partners, LLC and for the project to commence with a completion date targeted for year-end, 2025.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: Stewart Hastings, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, City Commission Clerk



Department of Community Development
240 Columbus Avenue, 4th Floor
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

May 7, 2024

Yvonne Anderson, Treasurer
Sandusky City Schools
407 Decatur Street
Sandusky, Ohio 44870

Re: Community Building Partners - Request for Community Reinvestment Area Agreement

Dear Ms. Anderson:

The City of Sandusky has received a request for tax abatement from Community Building Partners under the Community Reinvestment Area (CRA) abatement program for the renovation of the former Osborne Elementary School building – 920 W Osborne Street located in Sandusky, Ohio 44870. The company plans to return this currently vacant building to productive use affordable senior apartments.

Following are the proposed terms and conditions:

1. Abatement of new real estate taxes for improvements made at the Project Site for a period of ten (10) years is recommended. The percentage abatement requested is 75%. The company will be granted abatement on the appraised value of the new real improvements.
2. The company's investment includes historic restoration/rehabilitation necessary for the renovation of the currently vacant building into a residential apartment building, affordable for seniors 55+.
3. The company will pay an annual monitoring fee of \$200 payable to the City of Sandusky no later than April 15 the year following each year the agreement is effective.
4. The company will create a minimum of one (1) new full-time equivalent jobs and two (2) new part-time equivalent jobs with an annual payroll of approximately \$88,000. Further, the company will cause for the creation of 50-75 temporary constructions jobs.
5. All other standard terms and conditions apply.

The return of this vacant property to a revenue generating endeavor is in the interests of all parties and we hope that the Sandusky Schools agree.

Pursuant to Ohio Revised Code Section 3735.67.1(A) and 3735.67.1(B) the Sandusky City Schools are hereby notified that the proposed agreement exceeds certain statutory limitations imposed by the Ohio Revised Code. Because of the statutory limitations and the required approvals we ask that the Sandusky Schools formally approve the granting of the CRA Tax Abatement and return a record of the school's approval to the undersigned as soon as practical.

Subsequent to action by the Sandusky City Schools we will forward the agreement to the Sandusky City Commission for its approval. We have targeted having legislation presented to the City Commission at their May 28th meeting.

We have attached the company's CRA Application as well as a draft of the Community Reinvestment Area Agreement. Please review these documents and contact me at 419-627-5807 or via e-mail at cgilson@cityofsandusky.com with any questions, corrections or suggestions you may have.

Sincerely,



Colleen M. Gilson
Director of Community Development

Enc. Community Building Partners - Community Reinvestment Area Agreement application

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH COMMUNITY BUILDING PARTNERS LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY REINVESTMENT AREA AGREEMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission established a Downtown Community Reinvestment Area by the passage of Ordinance No. 03-109 on June 23, 2003; and

WHEREAS, the City Commission declared that the property owned by the City located at 920 W. Osborne Street (former Osborne Elementary School), and identified as Parcel No. 58-65001.000, is no longer need for any municipal purpose and authorized and directed the City Manager to enter into a Real Estate Purchase Agreement to sell the designated real property to Community Building Partners, LLC for the purpose of the development of affordable senior housing by Ordinance No. 23-227, passed on November 27, 2023; and

WHEREAS, pursuant to the executed Real Estate Purchase Agreement, the sale is contingent on Community Building Partners, LLC, obtaining 75% real estate tax abatement for a period of ten (10) years; and

WHEREAS, the City of Sandusky has received a request for tax abatement within the Downtown Community Reinvestment Area from Community Building Partners for the historic renovation of the former Osborne Elementary School which will include twenty-one (21), one (1) and two (2) bedroom affordable senior apartments complemented by shared indoor and outdoor community space for a total project cost estimated at \$9.9M; and

WHEREAS, the project will create a minimum of one (1) new full-time equivalent job and two (2) new part-time equivalent jobs with an annual payroll of approximately \$88,000.00 and will further create 50-75 temporary constructions jobs that will result in additional income taxes for the City; and

WHEREAS, it is recommended to approve the proposed real estate tax exemption on the increase in value for the buildings/project for a period of ten (10) years with a 75% abatement that ultimately will be based on the appraised value of the physical improvements to the buildings/project which remains unknown until the construction has been completed and is reappraised by the County; and

WHEREAS, the Board of Education of the Sandusky City Schools has approved the proposed tax exemption by formal Resolution on May 15, 2024; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the tax abatement to complete the sale of the building to Community Building Partners, LLC and for the project to commence with a completion date targeted for the end of 2025; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This Commission hereby approves the Community Reinvestment Area Agreement pursuant to the terms and conditions, copies of which are on file in the office of the Clerk of the City Commission.

Section 2. The City Manager is hereby authorized and directed to execute the Community Reinvestment Area Agreement with Community Building Partners, LLC on behalf of the City of Sandusky in accordance with the terms and conditions as contained in the form of the agreement on file with the Clerk of the City Commission and attached to this Ordinance, marked Exhibit "1" and specifically incorporated as if fully rewritten herein.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter from and after

its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government, with its main offices located at 420 Columbus Avenue, Sandusky, Ohio 44870 (hereinafter "City" or City of Sandusky), and Community Building Partners, an Ohio Limited Liability Company, with its mailing address at 1263 E Board Street, Columbus, Ohio 43205 which with its successors, subsidiaries, affiliated companies, assigns, and/or assignees collectively herein called "Property Owner" WITNESSETH:

WHEREAS, the City has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, Property Owner is desirous of renovating and reactivating the building located at 920 W Osborne in Sandusky, Ohio transforming it into affordable senior apartments. The subject properties are further described as Erie County, Ohio permanent parcel number 58-65001.000 within the boundaries of the Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the City Commission of the City of Sandusky, Ohio by Ordinance No. 03-109 adopted June 23, 2003 designated the area as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, effective July 11, 2003, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 03-109 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and certified said area as Community Reinvestment Area Number 04370380-01 under said Chapter 3735; and

WHEREAS, the City of Sandusky having the appropriate authority for the stated type of project is desirous of providing Property Owner with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, Property Owner has submitted a proposed agreement application (hereinafter referred to as "Application" and attached as Exhibit "A") to the City of Sandusky; and

WHEREAS, Property Owner has remitted the required State application fee of \$750.00 made payable to the Ohio Development Services Agency (formerly known as The Ohio Department of Development) with the Application to be forwarded to said department with the final agreement; and

WHEREAS, the City Manager of the City has investigated the application of Property Owner and has recommended the same to the Commission of the City on the basis that the Property Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Sandusky; and

WHEREAS, the Sandusky City School District and its Board of Education have been notified in accordance with Ohio Revised Code Section 5709.83 and been given a copy of the APPLICATION and Draft CRA Agreement and formally approved the terms of the agreement by a unanimous vote

at their May 14, 2024 Board of Education meeting. The minutes evidencing the approving vote by the Board of Education is incorporated herein by reference and attached as Exhibit B; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

Section 1: Property Owner shall restore and redevelop the property at 920 W Osborne Street Sandusky, Ohio transforming it into affordable senior apartments. The project consists of restoration, repairs and renovation as necessary to bring the building into compliance with current building codes.

The Project shall involve a total investment by the Property Owner of approximately \$9,930,729 including approximately \$100,000 for building acquisition, \$75,698 for building additions/new construction \$7,162,380 for improvements to existing buildings and \$329,456 for furniture and fixtures. Due to the uncertainty inherent in the renovation of an old building the City of Sandusky elects not to further define the financial parameters of the Project.

No abatement shall be granted for the appraised value of the existing building nor is any abatement granted for the value of machinery, equipment, furniture and fixtures or inventory whether currently owned or hereinafter acquired.

The Project shall begin on or before July 2024 with all acquisition, construction and installation completed by December 31, 2025, or such later date as may be extended by the City in writing.

Section 2: The Project is anticipated to create, within the below delineated time frames, 1 new full-time equivalent job positions, 2 part-time positions and 50-75 temporary construction jobs. The projected hiring schedule is as follows:

Hired By Date
12/31/25

New Full-Time/Part Time Equivalent Positions
1FTE, 2 PTE

The above full-time equivalent job positions must be sustained throughout the duration of this Agreement. The increase in the number of employees will result in approximately \$88,000 of new annual payrolls at the Project.

The Property Owner will employ an estimated 50-75 temporary construction workers at the Project Site during the construction period. Total construction payroll is estimated at \$500,000

There are currently –0- employees and –0- existing payroll at the Project.

Section 3: Construction work involved in the project must involve a good faith effort by the Property Owner to hire local (Erie County) construction workers at an equitable wage. The Property Owner is also encouraged to utilize local vendors and suppliers when feasible.

Section 4: Property Owner shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the Property Owner's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, or any other records that may be reasonably requested by the Council or its designated representative(s).

Section 5: Subject to compliance by the Property Owner in all material respects with its obligations under this Agreement the City hereby grants to Property Owner a tax exemption for eligible real property improvements made to the Project pursuant Section 3735.67 of the Ohio Revised Code for the increased appraised valuation of property improved as a result of construction and completion of the Project as follows:

<u>Year of Tax Exemption</u>	<u>Percentage of Appraised Valuation of Real Property Improvements Exempted</u>
1	75%
2	75%
3	75%
4	75%
5	75%
6	75%
7	75%
8	75%
9	75%
10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. Each identified project improvement will receive a ten (10) year exemption period.

No real property tax exemption for the Project shall commence before January 1, 2026 nor extend beyond December 31, 2035.

Section 6: It is the responsibility of the Property Owner to file, as appropriate, any appropriate form including tax form DTE 24 (if required) with the Erie County Auditor to effect and maintain the tax exemption granted under this agreement.

Section 7: Property Owner hereby agrees to pay the City of Sandusky an annual monitoring fee of \$200.

The fee shall be payable to the City, once per year for each year this agreement is effective and is payable as follows: The fee is to be paid in cash or by check to the City of Sandusky by April 15 following each year the Agreement is in effect or at such later date as may be approved in writing by the City of Sandusky. The fee is to be paid to the Director of Finance

in a check made payable to the City of Sandusky.

This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.671(D) of the Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

Section 8: Property Owner shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If Property Owner fails to pay such taxes or file such returns, all incentives granted under this agreement are rescinded beginning with the year for which such unpaid taxes are charged or such reports or returns are required to be filed and thereafter.

Section 9: The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 10: If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City Commission revokes the designation of the zone, entitlement granted under this agreement shall continue for the number of years specified under this agreement, unless Property Owner materially fails to fulfill its obligations under this agreement.

Section 11: If Property Owner materially fails to fulfill its obligations under this agreement or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent the City may terminate or modify the exemptions from taxation granted under this agreement.

Section 12: Property Owner hereby certifies that, at the time this agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, that Property Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such petition has been filed against Property Owner. For the purpose of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

Section 13: Property Owner affirmatively covenants that it does not owe: (a) any delinquent taxes to the State of Ohio or a political subdivision of the State; (b) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (c) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Section 14: Property Owner and the City of Sandusky acknowledge that this agreement must be approved by formal action, in turn, of the Board of Education of the Sandusky City School District and the Sandusky City Commission as a condition for the agreement to take effect. This agreement takes effect upon such approvals by the Schools and City Commission and execution by the parties hereto.

Section 15: The City of Sandusky has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in their operations. By executing this agreement, Property Owner is committing to follow non-discriminating hiring practices agreeing that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 16: Exemptions from taxation granted under this agreement shall be revoked if it is determined that Property Owner, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Sections 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or any of those sections.

Section 17: Property Owner affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, Property Owner shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 18: Neither the City nor Property Owner shall be considered in default of its obligations hereunder in the event of delay in performance of such obligations due to causes beyond its control without its fault or negligence, including but not restricted to acts of God, acts of the Federal or State government, acts of the other party, fires, floods, strikes, freight embargoes or unusually severe weather; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time for performance of the obligations by the parties hereto shall be extended for the period of the delay.

Section 19: Any notices, statements, acknowledgments, consents, approvals, certificates or requests on behalf of either party shall be made in writing and addressed as follows:

AS TO THE CITY OF SANDUSKY:

With copy to:

Sandusky City Commission
Attention: City Manager
420 Columbus Avenue
Sandusky, Ohio 44870

Department of Community Development
Attention: Director
420 Columbus Avenue
Sandusky, Ohio 44870

AS TO PROPERTY OWNER:

Community Building Partners, LLC
Attention: Joseph Recchie
1263 E Broad Street
Columbus, Ohio 43205

or to such other contact or address as may be specified by such notice from time to time in writing.

Section 21: This agreement is transferable or assignable with the express, written approval of the Sandusky City Manager to a subsidiary, affiliate company, successor, and/or assignee of the "Property Owners."

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, The City of Sandusky, Ohio by John Orzech, its City Manager pursuant to Ordinance No. 24-_____, passed on May 28, 2024, and Community Building Partners, LLC by Joseph Recchie., its Manager and Authorized Agent have caused this instrument to be executed this _____ day of _____, 2024.

The City of Sandusky, Ohio

Witness

by John Orzech, City Manager

Community Building Partner, LLC

Witness

by Joesph Recchie., its Manager and Authorized Agent

Approved as to form:

Approved as to content:

Stewart Hastings
Law Director

Colleen M. Gilson
Community Development Director

CITY OF SANDUSKY

COMMUNITY REINVESTMENT AREA PROGRAM APPLICATION

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Sandusky located in the County of Erie and Community Building Partners, LLC

1. a. Name of property owner(s), home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants):

Community Building Partners, LLC

Enterprise Name

Joseph Recchie

Contact Person

1263 E Broad Street, Columbus, OH 43205

Address

614-306-0640

Telephone Number

- b. Project Site:

Osborne School

Site Name

Joseph Recchie

Contact Person

920 W Osborne St, Sandusky

Address

614-306-0640

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other to be conducted at the site):

Residential

- b. List primary six (6) digit North American Industry Classification System (NAICS) #:

541600

Business may list other relevant SIC numbers: _____

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets and employment positions to be transferred):

N/A

- d. Form of business or enterprise (corporation, partnership, proprietorship, or other):

Limited liability corporation

3. Name of principal owner(s) or officers of the business:

Joseph Recchie and Larke Recchie

4. a. State the enterprise's current employment level at the proposed site:

0

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes _____ No X

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be transferred to:

N/A

- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

10-15

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated:

N/A

Only assets to be relocated? Yes _____ No _____ Attach itemized list.

5. Does the property owner owe:

- a. Any delinquent taxes in the State of Ohio or a political subdivision of the State?

Yes _____ No X

- b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes _____ No X

- c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No X

- d. If you answered yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: The Osborne School will be rehabilitated and reactivated into affordable senior
apartments. The project will utilize historic tax credits and maintain the building's historical importance and
integrity while reinvigorating the site. The building will become energy efficient and a home to area seniors.
7. Project will begin Summer, 20 24 and be completed Winter, 20 25
provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the
facility that is the project site (job creation projection must be itemized by name of the
employer, full and part-time and permanent and temporary) (attach list if necessary):
1 full time positions, 2 part time positions
50-75 temporary construction jobs
- b. State the time frame of this projected hiring: 2 yrs.
- c. State the proposed schedule for hiring (itemize by full and part-time and permanent and
temporary employees):
Temporary roles - hiring during 18-month construction period
Full and part time roles - hiring before and during project lease up
9. a. Estimate the amount of annual payroll such new employees will add \$ 588,000
(new annual payroll must be itemized by full and part-time and permanent and temporary
new employees). \$44,000 for full; \$22,000 for part time; \$10,000 for temp
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim
resulting from the project: \$ 0
10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or
occupy a facility:
- | | |
|--|---------------------|
| A. Acquisition of Buildings: | \$ <u>100,000</u> |
| B. Additions/New Construction: | \$ <u>75,698</u> |
| C. Improvements to Existing Buildings: | \$ <u>7,162,380</u> |
| D. Machinery and Equipment: | \$ _____ |
| E. Furniture and Fixtures: | \$ <u>329,456</u> |
| F. Inventory: | \$ _____ |
| TOTAL NEW PROJECT INVESTMENT | \$ <u>9,930,729</u> |

11. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real estate as described above. Be specific as to the rate and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The tax abatement makes the adaptive reuse of Osborne School feasible

and includes an affordable housing set aside. This aids CBP in rehabilitation

of the property.

Submission of this application expressly authorizes the City of Sandusky to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including Item #5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdiction considering the request. The applicant also agrees to provide additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.6(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

Joseph Recchie

Name of Property Owner

April 30, 2024

Date



Signature

Joseph Recchie, CEO

Typed Name and Title

Community Building Partners, LLC

Business Enterprise

April 30, 2024

Date



Signature

Joseph Recchie, CEO

Typed Name and Title

- A copy of this proposal must be forwarded by the local government to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

- Attach a final Community Reinvestment Area Agreement as Exhibit A.
- Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

EXHIBIT "A"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5707
www.cityofsandusky.com

To: John Orzech, City Manager
From: Collen Gilson, Director of Community Development
Date: May 13, 2024
Subject: Commission Agenda Item – Purchase of Property

Items for Consideration: Legislation approving the purchase of 2123 Parkview Boulevard.

Background: The City was contacted by Hinesh Patel on behalf of the current owner, VTANIUM, about our interest in acquiring the fire damaged property located at 2123 Parkview Boulevard. Based upon the City's strong interest in redeveloping and re-envisioning the Southside neighborhood, the City desires to enter into a Purchase and Sale Agreement (the "Agreement") with the owner on May 13, 2024.

The purchase price for the property is \$20,000. The owner will cause for the demolition of the fire damaged property at owner's expense. The transaction is conditioned upon approval of the City Commission and closing is set to occur on or before June 30, 2024.

Budgetary Information: The City will be responsible for paying \$20,000 (plus closing costs) from the Real Estate Development Fund for the purchase of the property located at 2123 Parkview Boulevard.

Action Requested: It is requested that the proper legislation be prepared to approve the purchase of the property located at 2123 Parkview Boulevard. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order for demolition to be completed and closing can occur prior to the closing of June 30, 2024.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: Stewart Hastings, Law Director
Michelle Reeder, Finance Director
Cathy Myers, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: 2123 Parkview Boulevard purchase

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #248-0000-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/14/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 2123 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01913.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND REDEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

WHEREAS, the City was contacted by Hinesh Patel on behalf of Vtanium Inc., regarding the City's interest in acquiring a fire damage structure located at 2123 Parkview Boulevard, and based upon the City's strong interest in redeveloping and re-envisioning the Southside neighborhood, desires to acquire the property; and

WHEREAS, the purchase price for the property is \$20,000.00 and in accordance to the Purchase and Sale Agreement, the current property owner will cause for the demolition of the fire damaged structure prior to closing which is set to occur on or before June 30, 2024; and

WHEREAS, the total cost for the purchase of the property located at 2123 Parkview Boulevard is \$20,000.00 plus closing costs and these costs will be paid with Real Estate Development Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for demolition to be completed and closing can occur prior to the closing date of June 30, 2024; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City for the purchase of real property from Vtanium Inc., substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the

Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance to purchase the property identified as Parcel No. 58-01913.000, located at 2123 Parkview Boulevard in Sandusky for the purpose of blight elimination and redevelopment.

Section 2. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-01913.000, located at 2123 Parkview Boulevard in Sandusky.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by and between City of Sandusky, of Erie County, Ohio, a municipal chartered city whose address is 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser" and VTANIUM, INC, whose tax mailing address is 1932 Cleveland Road, Sandusky, Ohio, 44870, hereinafter referred to as "Seller."

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the property located at 2123 Parkview Blvd, Sandusky, Ohio, PPN# 58-01913.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said property.
2. The total purchase price for the premises is \$20,000.00 (US Dollars)
 - a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations (if any) and adjustments set forth in this Agreement.
 - b. There is no earnest money for this agreement.
3. Before closing, Seller will cause for the demolition of the fire damaged residential structure located on the premises at Seller's expense. Seller will obtain all necessary permits required for the demolition.
4. The Seller shall furnish a Warranty Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens rights to take liens, assessments and

encumbrances whatsoever, except the following permitted encumbrances:

- a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within twenty (20) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the twenty (20) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit, if one was provided, shall be returned to the Purchaser. All costs of the title examination or title insurance commitment and policy shall be paid

for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing.

7. Financing: This Purchase and Sale Agreement is expressly contingent upon the approval of the Sandusky City Commission on or before May 28, 2024.

8. The closing date of this transaction shall be no later than June 30, 2024 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

9. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

10. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs and real estate taxes are not to be prorated as of the date of closing.

11. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the Purchaser but in no event shall possession by the Purchaser take place later than July 12, 2024 unless otherwise agreed to in writing.

12. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) That the property is vacant or will be vacant and that there are not leases at the time of closing, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy. Seller shall complete a Notice of Voluntary Acquisition, URA forms, and any other similar documents as requested by the Purchaser for determination of vacancy for Community Development Block Grant (CDBG) purposes.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lie have been fully paid).

- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

13. This Agreement sets forth the entire and understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

14. The Agreement may be executed in multiple counterparts each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by
Seller as of the day and year first above written.

Sellers:

VTANIUM INC
Hinesh Patel

By: [Signature]

Printed Name: HINESH PATEL

Title: PRESIDENT

STATE OF OHIO

)
) SS.
)

COUNTY OF ERIE

Before me, a Notary Public in and for said County and State, personally appeared Hinesh Patel, the Seller, who acknowledged that he or she signed the foregoing instrument and the same is his or her free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 13th day of May, 2021. 2024



PAMELA S. ORMAN
Notary Public, State of Ohio
My Commission Expires
September 26, 2026

[Signature]
Notary Public

Purchaser(s):

By: _____
John Orzech
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared John Orzech, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2021.

Notary Public

APPROVED AS TO FORM:

Stewart Hastings
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2021 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

Transferred
In Compliance with sections
319-202 and 322-02 of the
Ohio Revised Code.
FEE \$ _____
Exempt: ☒
R.E. TRANSFER:
\$ _____
Richard H. Jeffrey
Erie County Auditor
Trans. Fees: \$ _____
Date: 10/15/22 By: [Signature]

Per O.R.C. 319.203
Erie County Auditor Engineer
Date

[Signature]

GENERAL WARRANTY DEED

HINESH PATEL, MARRIED, for valuable consideration paid, grants to
VTANIUM, INC., AN OHIO CORPORATION, whose tax mailing address is
1932 CLEVELAND RD. SANDUSKY, OH 44870, the following real property:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being Lot
Number 15 in MacArthur Park Subdivision, as per plat recorded in Volume 15
of Plats, Page 6 and 7, Erie County, Ohio Records.

Permanent Parcel No.: 58-01913.000
Prior Deed Reference: RN202205364
Erie County, Ohio Official Records

These premises are transferred with general warranty covenants, excepting
taxes and assessments, both general and special, from the date of the recordation of this
deed and thereafter, which Grantee assumes and agrees to pay, easements, restrictions and
reservations of record and zoning ordinances, if any.


JASMINE PATEL, WIFE OF GRANTOR, releases all rights of dower herein.

EXECUTED this 8th day of JUNE, 2022.

[Signature]
Hinesh Patel
[Signature]
Jasmine Patel
STATE OF OHIO, COUNTY OF ERIE: ss

BEFORE ME, a Notary Public in and for said County and State, personally
appeared the above-named HINESH PATEL AND JASMINE PATEL, HUSBAND AND
WIFE, who represented to me to be said persons and who signed the foregoing instrument
and acknowledged the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Sandusky, Ohio, this 8th day of JUNE, 2022.


JUDITH A. SCHMENK
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION
EXPIRES 10/30/25
[Signature]
Notary Public



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5832
www.cityofsandusky.com

To: John Orzech, City Manager

From: Colleen Gilson, Director of Community Development

Date: May 14, 2024

Subject: Commission Agenda Item – ED Assistance Program Loan Agreement – BAS Broadcasting, Inc

ITEM FOR CONSIDERATION: Legislation approving a Business Development Loan with BAS Broadcasting, Inc for the purposes of furthering economic development and commercial revitalization efforts in the City.

BACKGROUND INFORMATION: BAS Broadcasting was formed in 2002 and is the owner of 11 AM/FM stations and 8 internet stations in Ohio. Sandusky stations include Mix102.7/WCPZ, AM1450 WLEC, FM93.5 and Coast Country 100.9. The Sandusky stations currently operate at a facility on Cleveland Road. The building is no longer conducive to company needs and with modest growth and technology upgrades as a company goal, the owner moved forward with plans to seek a new home for BAS.

In January of this year, BAS' owner entered into a purchase agreement for the building at 1651 Tiffin Avenue and is awaiting closing date from the Title Company. The project for which the owner is seeking support involves the repair to the building from damages incurred over the winter; the build-out of new space/offices to accommodate BAS; and relocation of the company to the new location. The owner has secured private financing for the purchase and rehab of the property from First National Bank in the amount of \$385,000. The owner will make personal investment in the project as well. Total project costs are \$432,750.

At present, company-wide BAS employs 30 employees for a total payroll of \$1.5M. Their total annual sales revenue is \$3.8M. In Sandusky, BAS employs 7 employees with a total payroll of \$311,764 and annual sales revenue of \$1.6M.

A loan in the amount of \$13,426 was recommended for approval by the Economic Development Incentive Committee at its meeting on May 14, 2024. This amount represents 7% of project costs, exclusive of acquisition of the building. The loan is subject to close on the property; is at 0% interest payable at sale of business or building. The loan will be secured via subordinate mortgage on the property at 1651 Tiffin Road. If the owner achieves job requirement of the hire of 1 FTE and job is sustained for 5 years, loan is eligible for forgiveness.

BUDGETARY INFORMATION: The City will be responsible for providing \$13,426 from the Economic Development Capital Projects Fund to assist with the costs associated with the project.

Action Requested: It is requested that the proper legislation be prepared to allow the City to enter into a Loan Agreement with BAS Broadcasting, Inc. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter in order to immediately approve the loan to ensure timely completion of the project.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Stewart Hastings, Law Director
 Michelle Reeder, Finance Director
 Cathy Myers, City Commission Clerk

CERTIFICATE OF FUNDS

In the Matter of: BAS Broadcasting Loan

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account #431-4070-53000

By: _____



Michelle Reeder

Finance Director

Dated: 5/21/24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING A BUSINESS DEVELOPMENT LOAN IN THE AMOUNT OF \$13,426.00 THROUGH THE ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM TO BAS BROADCASTING, INC. IN RELATION TO THE PROPERTY LOCATED AT 1651 TIFFIN AVENUE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, BAS Broadcasting, Inc. submitted an application to the Economic Development Incentive Committee for a Business Development Loan for the purposes of relocation of BAS Broadcasting, Inc. to and rehabilitation of the property located at 1651 Tiffin Avenue, Sandusky; and

WHEREAS, BAS Broadcasting Inc. was formed in 2002 and is the owner of 11 AM/FM stations and 8 internet stations in Ohio and the Sandusky stations include Mix102.7/WCPZ, AM1450 WLEC, FM93.5 and Coast Country 100.9; and

WHEREAS, the Sandusky stations currently operate at a facility on Cleveland Road but the building is no longer conducive to company needs and with modest growth and technology upgrades as a company goal, the owner entered into a purchase agreement for the property at 1651 Tiffin Avenue and is awaiting closing date from the title company; and

WHEREAS, the project involves the rehabilitation of the building from damages incurred over the winter; the build-out of new space/offices; and relocation of the company to the new location for an estimated total project cost of \$432,750.00; and

WHEREAS, the Economic Development Incentive Committee met on May 14, 2024, and is recommending to approve a loan to BAS Broadcasting, Inc. in the amount of \$13,426.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization efforts in the City; and

WHEREAS, the loan is contingent on closing of the property, is at zero percent (0%) interest, payable in full upon the sale of the business or property, and is eligible for forgiveness upon the hiring of one (1) full-time employee sustained for five (5) years and at the discretion of the City Commission; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately approve the loan to ensure the timely completion of the project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. this City Commission has determined that the project meets the guidelines of the City's Economic Development Assistance Program and that the assistance to be provided through this Loan Agreement is appropriate.

Section 2. This City Commission authorizes and directs the City Manager to enter into a Loan Agreement with BAS Broadcasting, Inc. for a Business Development Loan through the Economic Development Assistance Program for the purpose of furthering economic development, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 3. This City Commission authorizes and approves the loan funding to BAS Broadcasting, Inc. in an amount **not to exceed** Thirteen Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$13,426.00) from the Economic Development Capital Projects Funds of the City of Sandusky pursuant to and in accordance with the terms of the Loan Agreement.

Section 4. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 6. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 28, 2024

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Loan Agreement"), is made and executed on this _____ day of _____, 2024 by and between BAS BROADCASTING, INC an Ohio Corporation, _____, Sandusky, Ohio 44870 (hereinafter the "Borrowers") and the CITY OF SANDUSKY, OHIO, (hereinafter "City of Sandusky" or "City"), with offices located at 240 Columbus Avenue, Sandusky, Ohio 44870.

WITNESSETH:

WHEREAS, the City has funds for the specific purpose of undertaking Economic Development activities;

WHEREAS, the City has created Program Guidelines (the "Guidelines") that outlines uses of the funds;

WHEREAS, the Borrowers have submitted to the City an application for program assistance for the purposes of relocation of BAS Broadcasting, Inc to and rehabilitation of the property located at 1651 Tiffin Avenue, Sandusky, Ohio 44870 (the "Project");

WHEREAS the application was evaluated by staff and presented to the Economic Development Incentive Committee who at their May 14, 2024 meeting, approved the recommendation to support the applicants appeal for project assistance;

WHEREAS, the Borrowers have secured bank financing and will contribute equity to cover the costs of the Project in excess of the amount requested in its application to the City; and

WHEREAS, the City has determined that the Project meets the conditions set forth in the Guidelines and desires to loan to the Borrowers the amount of Thirteen Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$13,426.00) for the provision of the Project on the terms and conditions contained herein.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. Loan Amount. The City agrees to loan the Borrowers the maximum principal amount of thirteen thousand four hundred twenty six dollars (\$13,426.00) or approximately 7% of the total allowable costs incurred in the provision of the Project, whichever is less (hereinafter the "Loan"), for payment of the costs associated with the completion of the Project, as outlined in the Scope of Work, included with the application the Borrowers submitted to the City.
2. Disbursement of the Loan. The Loan shall be disbursed to fund construction costs incurred by the Borrowers. The Loan shall be disbursed in one (1) draw.
3. Evidence of the Loan. The Loan shall be evidenced by the cognovit promissory note of even date, (hereinafter the "Note") bearing interest at the rate of Zero Percent (0%) and it

shall be secured by a subordinate mortgage on the property at 1651 Tiffin Avenue.

4. Repayment of the Loan. The loan shall have zero percent (0%) interest and be paid in full upon the sale of the business or property. If the owner achieves job requirement of the hire of 1 FTE and job is sustained for five years, the loan is eligible for forgiveness within the exclusive discretion of the Sandusky Commission.
5. Representations of the Borrowers. The Borrowers hereby represent and warrant that:
 - a) It has full power and authority to execute, deliver and perform the Loan Documents, and to enter into and carry out the transactions contemplated thereby. Such execution, delivery and performance do not, and will not, violate any provision of law applicable to the Borrowers and will not, conflict with or result in a default under any agreement or instrument to which the Borrowers are a party or by which it or any of its property or assets is or may be bound. All of the documents necessary to document this transaction have by proper action, been duly authorized, executed and delivered and all necessary actions have been taken to constitute the Loan Documents valid and binding obligations of the Borrowers.
 - b) The provision that the Project will be completed and the Project will be operated and maintained in such a manner as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations imposed by the federal, state or local governments.
 - c) There are no undisclosed actions, suits, or proceedings pending or threatened against or affecting the Borrowers or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Borrowers to perform any of its obligations under the Loan Documents or adversely affect the financial condition of the Borrowers.
 - d) The Borrowers are not in default under any of the Loan Documents or in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness and no event has occurred which by notice, the passage of time or otherwise would constitute any such event of default.
 - e) The site of the Project shall be zoned under a zoning ordinance which permits the provision of the Project thereon in accordance with the plans and specifications and the operation of the Project; and all utilities, including water, storm and sanitary sewer, gas, electric and telephone, and rights of access to public ways shall be available or will be provided to the Project site in sufficient locations and capacities to meet the requirements of operating the Project and of any applicable governmental requirement.
 - f) All proceeds of the Loan shall be used for the payment of costs relating to the provision of the Project. No part of any such proceeds shall be knowingly paid to or retained by the Borrowers or any partner, officer, shareholder, director or employee of the Borrowers as a fee, kick-back or consideration of any type. The Borrowers have no identity of interest with the general contractor or any architect, subcontractor, laborer or materialman performing work or services or supplying materials in connection with the provision of the Project.
 - g) The Borrowers shall provide annual financial statements (both for the business and

individually) to the City during each year of the loan term. The annual financial statement shall be a compilation using generally accepted accounting principles and include a certificate of the Borrowers' chief executive officer or similar stating that (a) no Event of Default has occurred and is continuing and no event or circumstance which would constitute an Event of Default, but for the requirement that notice be given or time elapse or both, has occurred and is continuing, or, if such an Event of Default or such event or circumstance has occurred and is continuing, a statement as to the nature thereof and the action which the Borrowers propose to take with respect thereto, and (b) no action, suit or proceeding by the Borrowers or against the Borrowers at law or in equity, or before any governmental instrumentality or agency, is pending or, to the best of the Borrowers' knowledge; threatened, which, if adversely determined, would materially impair the right or ability of the Borrowers to perform the transactions contemplated by the Loan Documents or the Lender Loan Documents, if applicable, or would materially and adversely affect the Borrowers' business, operations, properties, assets or condition, all as of the date of such certificate, except as disclosed in such certificate.

- h) The Borrowers acknowledge the CDBG requirements included in the Economic Development Agreement incorporated herein by reference.
- 6. Designation. The governing body of the City has by resolution or ordinance, designated that the Project meets the Guidelines and that the assistance provided through this Agreement is appropriate.
- 7. Provision of the Project. The Borrowers (a) have commenced or shall promptly hereafter commence the provision of the Project; (b) have demonstrated the Borrowers' capacity to undertake and oversee the Project, as evidenced by documentation of the applicant's past performance in economic development Projects; (c) shall pay all expenses incurred in such provision from funds made available therefor in accordance with this Agreement or otherwise; and (d) shall demand, sue for, levy and recover all sums of money and debts which may be due and payable under the terms of any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the provision of the Project and will enforce the terms of any contract, agreement, obligation, bond or other performance security with respect thereto; and (e) the Project shall be complete by September 30, 2017.
- 8. Prevailing Wage Rates. The Borrowers confirm that, where applicable, all wages paid to laborers and mechanics employed on the Project shall be paid at not less than the federal prevailing rates of wages for laborers and mechanics for the class of work called for by the Project, which wages shall be determined in accordance with the federal requirements, or where applicable, Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.
- 9. Borrowers are Required to Pay Costs in Event Loan Proceeds are Insufficient. In the event that the proceeds of the Loan and the Additional Financing are not sufficient to pay all costs of the Project, the Borrowers will, nonetheless and irrespective of the cause of such deficiency, complete the Project in accordance with the plans and specifications and

pay all costs of such completion in full from its own funds.

10. Events of Default. Each of the following shall be an "Event of Default":

- a) The Borrowers shall fail to observe and perform any agreement, term or condition contained in this Loan Agreement, the Economic Development Agreement or Promissory Note other than as required pursuant to subsection (a) above, and such failure continues for a period of thirty (30) days after notice of such failure is given to the Borrowers by the City, or for such longer period as the City may agree to in writing; provided, that if the failure is of such nature that it can be corrected but not within the applicable period, such failure shall not constitute an Event of Default so long as the Borrowers institute curative action within the applicable period and diligently pursues such action to completion; or
- b) Any representation or warranty made by the Borrowers herein or in any other Loan Documents or in connection herewith shall prove to have been incorrect in any material respect when made.

11. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- a) If the Loan has not been disbursed, the City may terminate any and all obligations under this Agreement;
- b) The City may declare all payments under the Note to be immediately due and payable, whereupon the same shall become immediately due and payable;
- c) The City may exercise any or all or any combination of the remedies specified in the Loan Documents;
- d) The City may have access to, inspect, examine and make copies of the books and records, accounts and financial data of the Borrowers; or
- e) The City may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Agreement, the Note, the Security Documents, or to enforce the performance and observance of any other obligation or agreement of the Borrowers under the Loan Documents.

12. No Remedy Exclusive. No remedy conferred upon or reserved to the City by this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, each other loan document, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this section, it shall not be necessary to give any notice, other than such notice as may be expressly provided for herein or required by law.

13. Uses of Loan Amount. It is further agreed that the funds loaned by the City hereunder will be used by the Borrowers as outlined in the Application and the attachments thereto.

14. Notification. The Borrowers shall immediately notify the City of any change in its financial position, which would relate to the ability of the Borrowers to fulfill its responsibilities under this Loan Agreement or the Note.
15. Indemnification. To the extent allowable by law, the Borrowers shall defend, indemnify and hold the City harmless against any and all cost, expense, claims or actions arising out of or connected with the execution and delivery of this Loan Agreement or any other documents related to this transaction. The provisions related to this section shall survive the termination of this Loan Agreement.
16. Other Agreements. The Borrowers shall not enter into any agreement containing any provision which would be violated hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.
17. Miscellaneous.
 - a) Term of Agreement. This Agreement shall be and remain in full force and effect from the date of its delivery until (a) the termination of this Agreement pursuant to section 12 hereof or (b) such time as the Loan shall have been fully repaid or forgiven and all other sums payable by the Borrowers under this Agreement, the Note and the other Loan Documents have been satisfied.
 - b) Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate address. The Borrowers or the City may, by notice given hereunder, designate any further or different addresses to which subsequent notice; certificates, requests or other communications shall be sent.
 - c) Extent of Covenants of the City of Sandusky. All covenants, obligations and agreements of the City 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 official of the City in other than his official capacity.
 - d) Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the City, the Borrowers and their respective successors and assigns.
 - e) Amendments and Supplements. This Agreement may not be amended or supplemented except by an instrument in writing executed by the City and the Borrowers.
 - f) Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be

effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

- g) Captions. The captions and headings in this Agreement shall be solely for convenience or reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- h) Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS OR ATTEST:

_____ By: _____

_____ By: _____

WITNESS OR ATTEST:

The City of Sandusky, Ohio

_____ By: _____
John Orzech, City Manager

Approved as to Form:

Stewart Hastings (#0025852)
Law Director, City of Sandusky