

ORDINANCE NO. 23-003

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH RUSSELL REAL ESTATE SERVICES OF SANDUSKY, OHIO, FOR THE MARKETING AND SALE OF PORTIONS OF PARCEL NO. 56-00983.000 LOCATED AT THE SOUTHEAST CORNER OF E. MARKET STREET AND WARREN (FORMERLY PART OF THE SANDUSKY CABINETS PROPERTY); AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved the acquisition of property located at 513 E. Washington Street (Parcel Nos. 56-00983.000 and 56-00984.000) and 430 E. Market Street (Parcel No. 56-00985.000), commonly known as Sandusky Cabinets, for the purpose of remediation and future development by Ordinance No. 09-026, passed on April 13, 2009; and

WHEREAS, the City is in the process of subdividing a portion of Parcel No. 56-00983.000 to create three (3) parcels of land for single-family residential development; and

WHEREAS, a Request for Qualifications (RFQ) was issued on September 23, 2022, for real estate brokerage services for the marketing and sale of multiple city owned parcels for single-family residential development throughout of the City, specifically a portion of property located at the southeast corner of E. Market Street and Warren Street and identified as Parcel No. 56-00983.000 (formerly part of the Sandusky Cabinets property), of which five (5) submittals were received and evaluated by a Selection Committee, with the top two (2) respondents interviewed, and based upon the firm's experience, past performance, marketing strategy, and understanding of the task, it was determined Russell Real Estate Services of Sandusky, Ohio, was the most qualified; and

WHEREAS, the initial term of the agreement is twelve (12) months and may be extended by written agreement of both the City and Russell Real Estate Services; and

WHEREAS, any future sales of the property will be presented to the City Commission by Ordinance for approval; and

WHEREAS, upon any sale of property, the City will pay a broker commission to Russell Real Estate Services equal to 8% of the gross sales price which will be paid through closing and the remaining net proceeds will be deposited into the Real Estate Development Fund; the City will also pay a transition fee of \$265.00 once per calendar year; 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 execute the agreement and to list and market the property at the earliest opportunity for the purpose to secure buyers for residential development; 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

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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 an Exclusive Right to Sell Agreement with Russell Real Estate Services of Sandusky, Ohio, for the marketing and sale of portions of Parcel No. 56-00983.000 located at the southeast corner of E. Market Street and Warren Street (formerly part of the Sandusky Cabinets property), 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 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: January 9, 2023

1 **PROPERTY ADDRESS** (the "Property"): V/L "A" "B" and "C" East Market St.
2 **CITY/STATE/ZIP CODE:** Sandusky, OH 44870
3 **SELLER(S)** (the "Seller", whether singular or plural): City of Sandusky
4 **SELLER(S) ADDRESS:** 240 Columbus Ave, Sandusky, OH 44870
5 _____
6 **PERMANENT PARCEL NO. (S):** TBD
7 **APPROXIMATE FRONTAGE:** 55' (Feet) **DEPTH:** 134' (Feet)
8 **APPROXIMATE ACREAGE:** 0.1924
9 **FOR SALE SIGN:** ☒ **Yes** ☐ **No** **SPECIAL SIGNAGE** _____
10 **Price:** In consideration of Russell Real Estate Services efforts in securing a Buyer(s) for my/our Property, and the expenses
11 Russell Real Estate Services will incur in advertising the Property and processing into the Multiple Listing Service ("MLS"),
12 Seller(s) hereby grants Russell Real Estate Services the sole and exclusive right to sell the above described Property and
13 authorize Russell Real Estate Services to accept a deposit in connection with offers for the sale of said Property for the sum of
14 \$ 49,900, on the following terms: Cash to Seller(s); Buyer(s) permitted to finance at any
15 responsible lending institution; land contract; lease; purchase money mortgage; private financing; or such other terms as are set
16 forth in an agreed Purchase Agreement.
17 Seller(s) agrees to adjust the list price according to the following schedule:
18 Adjust to \$ _____ dollars within 48 business hours of _____
19 Adjust to \$ _____ dollars within 48 business hours of _____
20 **Term:** This agreement and authority shall be **effective commencing on (List Date)** 01/13/2023 **20** _____,
21 for a minimum of Twelve (12) months and expire on **(Expiration Date)** 01/12/2024 _____, **20** _____, Midnight,
22 unless extended by Seller(s) in writing.
23 **Commission:** If Russell Real Estate Services is successful in securing a Buyer(s) for my Property, or if the same is sold or
24 exchanged during the term of your exclusive right to sell, or within twelve (12) months thereafter, to anyone with whom the Seller(s),
25 Russell Real Estate Services or another broker have had conversation and or negotiated with respect thereto during the period
26 of this agreement of whom Seller(s) have notice, Seller(s) agree to pay to Russell Real Estate Services a **Brokerage Commission**
27 of \$265 plus ~~Ten Percent (10%)~~ 8% (\$265 only to be charged one time per calendar year) _____ Percent (_____ %)
28 of the Purchase Price. However, in no event shall the Broker Commission be less than \$265 ~~plus \$3,500.00~~. The Broker
29 Commission payable for the sale or lease of Property are not set in any manner other than by Broker and the client.
30 Seller(s) further agree to refer to Russell Real Estate Services all prospective Buyer(s)/Tenant(s) or broker(s) who may contact
31 Seller(s) directly and to furnish Russell Real Estate Services with the names and addresses of such prospects and broker(s).
32 Seller(s) agree that a sale/exchange/lease, made to any prospective Buyer(s)/Tenant(s) procured during the period of or as a result
33 of this Agreement, shall be likewise governed by the conditions hereof.
34 **Disclosures:** I understand that the information which I provide to Russell Real Estate Services as listing information will be
35 used to advertise my Property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS
36 LISTING INPUT SHEET AND COMPLETED THE RUSSELL VACANT LAND SELLER'S DESCRIPTION OF THE
37 PROPERTY FORM AND REPRESENT THAT THE INFORMATION CONTAINED ON THESE DOCUMENTS IS TRUE AND
38 ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my Property in its present physical condition ("as is"
39 condition), I understand that I may be held responsible to a Buyer(s) for any latent or hidden undisclosed defects in my Property
40 which are known to me but which are not disclosed to the Buyer(s) at time of sale. I understand that the MLS input sheet, the
41 Russell Vacant Land Seller's Description of the Property form are a part of this Exclusive Right to Sell Agreement and that these
42 documents will be shared with prospective Buyer(s) and any persons or entities who request a copy in connection with the
43 anticipated contractual sale of this Property. I hereby understand and agree that Russell Real Estate Services and my appointed Agent
44 have the legal obligation to disclose to potential Buyer(s) any potential adverse, latent or material defect(s) they are or made aware of
45 in my property, and as a matter of company policy will share with any potential Buyer(s) any written inspection report received or
46 shared with my appointed Agent(s) regarding my property, for full and complete disclosure to any potential Buyer(s) as an attempt to
47 avoid Seller and Russell Real Estate Services from any potential claim of non-disclosure of the condition or potential/existing latent
48 or material defects in my property.
49 I AM AWARE OF NO OTHER WRITTEN REPORTS, ENCROACHMENT, PENDING LAWSUITS,
50 ASSESSMENTS, TAX, UTILITY OR OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS

Seller(s) Initials Date: / _____

Seller(s) Initials Date: / _____

STATED ON THESE DISCLOSURE FORMS. I AGREE TO INDEMNIFY AND HOLD RUSSELL REAL ESTATE SERVICES AND THEIR AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND/OR DAMAGES MADE BY THE BUYER(S) OF THIS PROPERTY FOR ANY ERRORS OR OMISSIONS I HAVE MADE ON THE MLS PRINTOUT SHEET OR RUSSELL VACANT LAND SELLER S DECIPTION OF THE PROPERTY FORM.

Zoning and Building Codes: The undersigned warrants that the subject Property conforms to all the provisions of Zoning Ordinances and Building Codes of the municipality in which the Property is located, the use it is being sold for, and that there are no citations filed by local authorities alleging any violations except as otherwise set further herein.

Confidentiality: When you list your Property with Russell Real Estate Services, your Russell Real Estate Services Agent is your exclusive agent, unless your Russell Real Estate Services Agent shows the Property to Potential Buyers with whom he/she has a "Buyer's Broker" relationship. In the event of the latter, your agent is deemed to be a "Dual Agent" representing both Seller(s) and Buyer(s). Should such Dual Agency occur, the parties must be aware that the Agent shall owe equal duties to both Seller(s) and Buyer(s). In the event of such Dual Agency, the Listing Agent shall keep confidential all material information conveyed to him/her which is in fact legally confidential including the lowest price and terms which Seller(s) might accept, and the highest price and terms which Buyer(s) may pay. Confidential information means all information that a client directs to be kept confidential or that if disclosed would have an adverse effect on the client's position in the real estate transaction, except to the extent the agent is required by law to disclose such information. I acknowledge and agree that confidential information will not include information that is public record or is authorized by client to disclose or information sent or received via fax or electronic mail. I agree that any information Russell Real Estate Services and its agents learned from a previous or current agency relationship with another party cannot be shared and will be kept confidential. Other than the minimum amount of money you would accept for the Property, is there any other information that you request be kept confidential? ☐ Yes ☒ No If yes, please fill in line:

Buyer's Brokers: In the event that an offer is made through an agent of a "Buyer's Broker," Seller(s) understands that a Buyer's Broker is an agent of the Buyer(s). A Buyer's Broker should be considered adverse to your interests to the extent that he/she works strictly for the Buyer(s). He/She is not your agent and your relationship with such Agent is not confidential.

Agency: The undersigned acknowledge and understand that by separate documentation and disclosure an agreement is made by and between the parties as to whether in this transaction RUSSELL REAL ESTATE SERVICES is an agent (a) strictly of the SELLER(S), (b) strictly of the BUYER(S), (c) one RUSSELL agent represents BUYER(S), another RUSSELL agent represents SELLER(S), and RUSSELL REAL ESTATE SERVICES is dual agent, acting for both SELLER(S) and BUYER(S), (d) if only one RUSSELL agent represents BUYER(S) and SELLER(S), both RUSSELL REAL ESTATE SERVICES and its agent are dual agents, or (e) if a RUSSELL manager is selling or purchasing the subject Property then he/she only represents himself/herself and another RUSSELL manager shall represent the BUYER(S)/SELLER(S) respectively. The terms and conditions of those documents are hereby incorporated in the Purchase Agreement. Ohio Law requires all real estate licensee's to advise their clients that terms and conditions of their effort to purchase may not be treated as confidential by the SELLER(S), or Listing Agency. I consent to my agent utilizing other RUSSELL REAL ESTATE SERVICES agents to act on my behalf without further written approval during the term of this agreement or any written extensions. I understand that I have the right to cancel or veto my agent's appointment of other RUSSELL REAL ESTATE SERVICES sales associates to act on my behalf.

Cooperation With Other Brokers and Agents: Russell Real Estate Services may permit the Property to be shown by "Buyers' Brokers," and at its sole discretion, may pay a part of the commission to such Buyers' Brokers. Due to the fact that Russell Real Estate Services is the listing Broker and as such incurs all of the costs of advertising and marketing of this Property, the amount of commission offered to cooperating Brokers will be 3.2 % of sale price.

Liability Release: Seller(s) completely releases Russell Real Estate Services from any responsibility and liability for any theft or loss from the Property.

Title: I agree to furnish Buyer(s) with a good and sufficient Warranty Deed, and such title insurance as is required by the Purchase Agreement, showing said Property to be as represented and agree to permit the inspection of the Property at any reasonable time during the period of this Exclusive Right to Sell. Seller(s) authorizes Russell Real Estate Services to pre-start title work through any title company including but not limited to Newman Title Agency, Ltd. or Hartung Title. Said Title Company will become the title company of record when Russell Real Estate Services secures a Buyer(s) for the Property. A pre-start allows the transaction to proceed smoothly when the Property is sold and will save time. Seller(s) may select any title company to pre-start title work. Seller(s) shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer(s) may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which case neither Buyer(s), Seller(s) or any broker shall have any further liability to each other, and both Buyer(s) and Seller(s) agree to sign a mutual release, releasing earnest money to Buyer(s). I/we acknowledge and agree that I/we have (or will) select and engage a title agency, title insurance company, and/or escrow/settlement company (collectively "Title Companies") of my/our own choosing after conducting my/our own inquiry sufficient to provide all of the information needed to make that independent decision. Accordingly, I/we acknowledge and agree that while I/we may have been introduced to my/our choice of Title Companies by Russell Realty Company, d/b/a Russell Real Estate Service, or one or more of its agents, employees, officers and directors (collectively

Seller(s) Initials/Date: / /

Seller(s) Initials Date: / /

"Russell"), I/we did not rely on that introduction or any representation, act or non-act by Russell in deciding to engage a Title Company and, further agree that I/we hereby *release and hold harmless* Russell from any direct or vicarious claims or liability arising from any misappropriation of funds, fraud, negligence, malfeasance or any other inappropriate action(s) of the Title Company I/we selected, unless I/we select Newman Title. I/we understand that this is a material term of this Disclosure and that I/we can have an attorney, of my/our choosing, review same and I/we have either done so, or have chosen not to do so, on our own without undue pressure by anyone. You may request a different title and settlement services provider or the Buyer(s) may negotiate the use of different providers. Your agent may have an equity interest in Newman Title Agency, Ltd., therefore, an Affiliated Business Disclosure will be provided to you. All fees incurred in the pre-start are incurred only when the Property transfers title. These fees are calculated in the settlement statement as a closing cost and are paid out of escrow.

Prorations: All rents, taxes and assessments shall be pro-rated as of the date of transfer. The transaction shall be escrowed at a responsible lending institution, title company or trust company.

Current Agricultural Use Value (Seller to Complete): Seller hereby states that to their knowledge, the property ☐ IS ☒ IS NOT subject to any agricultural tax recoupment (C.A.U.V). If the property is subject to C.A.U.V. Tax, payment of the current period tax will be paid by ☐ Seller ☐ Buyer ☐ negotiated at time of contract. **Seller Initials:**

Advertising-Marketing: Property to be entered into all applicable Multiple Listing Service(s) (MLS), subject to all applicable MLS Rules and Regulations to which Seller and Russell Real Estate Services agree to abide. During the term of this agreement and any extension, Seller(s) grants to Russell Real Estate Services the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the Property including but not limited to text, video, audio, photographic and electronic descriptions. Seller(s) authorizes Russell Real Estate Services to have photographs of the Property taken and have such photographs digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, in and through the computerized Multiple Listing Service (MLS) as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller(s) hereby waives, acquits and forever releases Russell Real Estate Services, and their shareholders, officers, directors, agents, employees and representatives from any responsibility or liability concerning any Photograph or the use, distribution or display of any photograph in any form, media or manner.

Special Note: By executing this agreement you hereby give RUSSELL REAL ESTATE SERVICES the authorization to release your contact information (name, address, email & phone) to certain service providers that may assist you/us in the marketing of your property and in your real estate transaction. Services include, but are not limited to financing, moving, insurance, warranties, title and escrow.

Compliance: I AGREE TO APPLY FOR AND OBTAIN ANY INSPECTIONS AND/OR CERTIFICATES REQUIRED BY LAW AND TO FULLY COMPLY WITH SUCH LAWS.

Ohio's Sex Offender Registration and Notification Law: Broker assumes no responsibility to obtain information from the local authorities regarding registered sex offenders in your area.

Fair Housing: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. In addition to the above Fair Housing Statement, this statement shall include and apply to observance of and full compliance with any/all federal, state and local fair housing laws.

Authorization/Modifications: Any modifications or changes to this Agreement shall be in writing and be signed/initialled by Seller(s) and accepted by Russell Real Estate Services. Facsimile or electronic signatures shall be deemed binding and valid.

ELECTRONIC DATA SECURITY: It is acknowledged and agreed that Russell Real Estate Services (Broker), its agents and employees, will never ask any party to a transaction to wire funds or to supply credit or debit card or bank account numbers. SELLER is advised to independently confirm any transfer instructions directly with Escrow Agent identified herein. SELLER hereby agree to release all brokers, and agents involved in this Agreement and any subsequent transaction(s) from any and all claims, damages, and causes of action related to any unlawful electronic security access by a third party in connection with any agent or broker communications.

Additional Terms, Disclosures or Instructions:

I hereby acknowledge receipt of a signed copy of this agreement and the Russell Real Estate Services "Consumer Guide to Agency Relationships", which is required by Ohio law..

Seller(s) Initials/Date: /

Seller(s) Initials Date: /

163 NOTICE: THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW,
164 CONSULT YOUR ATTORNEY.

166 **SELLER(S):** _____ Email; _____

 Signature Date

168 SELLER(S): _____ Email: _____
Signature Date

FOR: RUSSELL REAL ESTATE SERVICES (ODRE BROKER #387521)

By: _____ License #: 2017005477 Office: Sandusky
Agent Signature Date

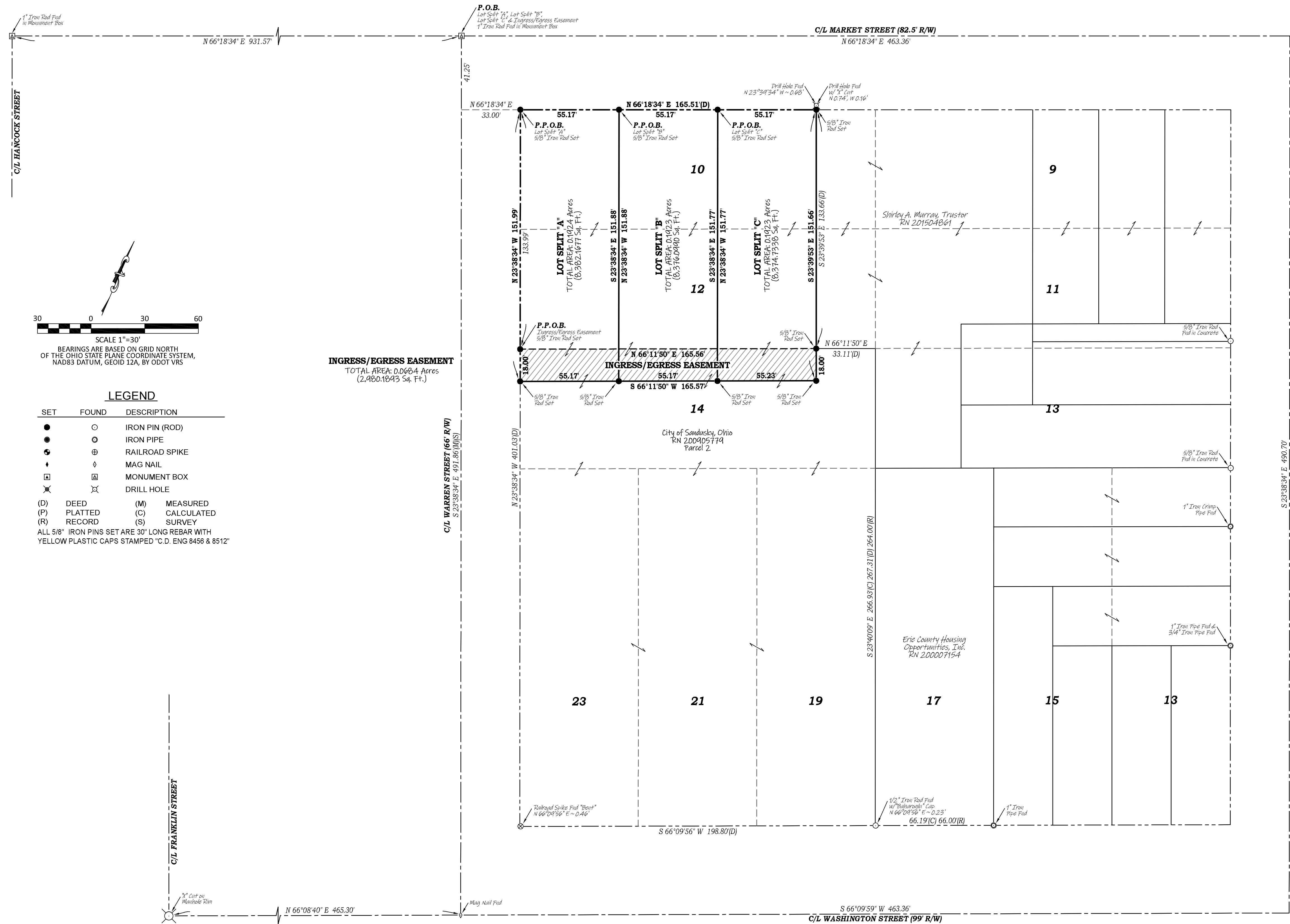
Agent Name: Lisa Yako Email: realtorlisayako@gmail.com Phone: 419-366-5625

By: _____ License #: 2019004006 Office: Sandusky
Agent Signature Date

Agent Name: Benjamin Cooper Email: RealtorBenCooper@yahoo.com Phone: 419-706-3002

EXHIBIT "1"

LOT SPLIT & EASEMENT SURVEY PLAT
FOR
THE CITY OF SANDUSKY, OHIO
Being parcels of land located in part of Lots 10, 12 & 14 on Warren Street,
Ward 1, City of Sandusky, Erie County,
Firelands Connecticut Western Reserve, State of Ohio.



LOT SPLIT 'A' LEGAL DESCRIPTION

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street and being the principal place of beginning;

- Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
- Thence South 23° 38' 34" East, a distance of 151.88 feet to a 5/8" iron rod set;
- Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
- Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 151.99 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.1924 acres (8,382.1677 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

LOT SPLIT 'B' LEGAL DESCRIPTION

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 88.17 feet to a 5/8" iron rod set and being the principal place of beginning, passing over a 5/8" iron rod set at a distance of 33.00 feet;

- Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set;
- Thence South 23° 38' 34" East, a distance of 151.77 feet to a 5/8" iron rod set;
- Thence South 66° 11' 50" West, a distance of 55.17 feet to a 5/8" iron rod set;
- Thence North 23° 38' 34" West, a distance of 151.88 feet to the principal place of beginning and containing 0.1923 acres (8,376.0490 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

LOT SPLIT 'C' LEGAL DESCRIPTION

Being a parcel of land located in part of Lots 10, 12 & 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, along the southerly right-of-way line of Market Street and a westerly extension thereof, a distance of 143.34 feet to a 5/8" iron rod set and being the principal place of beginning, passing over 5/8" iron rods set at distances of 33.00 feet and 88.17 feet;

- Thence continuing North 66° 18' 34" East, along the southerly right-of-way line of Market Street, a distance of 55.17 feet to a 5/8" iron rod set at a northwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504861 of the Erie County Recorder's Office;
- Thence South 23° 39' 53" East, along a westerly line of said Murray's land, a distance of 151.66 feet to a 5/8" iron rod set, passing over a 5/8" iron rod set at a distance of 133.66 feet;
- Thence South 66° 11' 50" West, a distance of 55.23 feet to a 5/8" iron rod set;
- Thence North 23° 38' 34" West, a distance of 151.77 feet to the principal place of beginning and containing 0.1923 acres (8,374.7338 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

INGRESS/EGRESS EASEMENT LEGAL DESCRIPTION

Being a parcel of land 18 feet in width for Ingress/Egress Easement purposes located in part of Lot 14 on Warren Street, Ward 1, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 1" iron found at the intersection of the centerlines of Market Street (82.5' R/W) and Warren Street (66' R/W); Thence South 23° 38' 34" East, along the centerline of Warren Street, a distance of 41.25 feet to a point; Thence North 66° 18' 34" East, a distance of 33.00 feet to a 5/8" iron rod set at the intersection of the easterly right-of-way line of Warren Street and the southerly right-of-way line of Market Street; Thence South 23° 38' 34" East, along the easterly right-of-way line of Warren Street, a distance of 133.99 feet to a 5/8" iron rod set at a northwesterly corner of Lot 14 and being the principal place of beginning;

- Thence North 66° 11' 50" East, along the northerly line of Lot 14, a distance of 165.56 feet to a 5/8" iron rod set at a southwesterly corner of land now or formerly owned by Shirley A. Murray, Trustor as recorded in RN 201504861 of the Erie County Recorder's Office;
- Thence South 23° 39' 53" East, a distance of 18.00 feet to a 5/8" iron rod set;
- Thence South 66° 11' 50" West, a distance of 165.57 feet to a 5/8" iron rod set at the easterly right-of-way line of Warren Street;
- Thence North 23° 38' 34" West, along the easterly right-of-way line of Warren Street, a distance of 18.00 feet to the principal place of beginning, passing over a 5/8" iron rod set at a distance of 18.00 feet, and containing 0.0684 acres (2,980.1893 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

REFERENCE

Erie County Survey Records
Survey by John Hancock & Associates
Dated: January, 2011
Survey by Baharoglu & Associates
Dated: March, 2001
Erie County Deed Records
Volume and Pages as Indicated



**CONTRACTORS
DESIGN ENGINEERING**
CONSULTING ENGINEERS & SURVEYORS
NORWALK, OHIO

SCALE: 1" = 30'	DATE: OCTOBER, 2022 DR. BY: DMM	CK'D. BY: ABE REV'D BY:	PROJECT NO. 22-475
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