ORDINANCE NO. 23-115

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A 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 adopted the Downtown Sandusky Master Plan for the City of Sandusky by Ordinance No. 21-028, passed on March 8, 2021, which included the redevelopment of the Jackson Street Parking Lot with a 120 key hotel with 5,000-10,000 square feet of event space, a rooftop bar, and a 300car parking garage at the site; and

WHEREAS, on May 9, 2022, the City issued a Request for Proposals for the development of a Downtown Sandusky Hotel and Conference Center in which four (4) submittals were received and evaluated by a selection committee and based upon the firm's experience, past performance, understanding of the project, approach, project schedule and financial capacity to complete the project, it was determined Fairmont Properties, LLC and North Coast Inns, Inc. was the top ranked development team for the project; and

WHEREAS, the Memorandum of Understanding (MOU) establishes 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, 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 proceed with execution of MOU and prevent delays in the development of the site; 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:

PAGE 2 - ORDINANCE NO. 23-115

Section 1. The City Manager is authorized and directed to enter into a 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.

Roch & Budy

RICHARD R. BRADY PRESIDENT OF THE CITY COMMISSION

Cittheleen Uly ga

ATTEST:

CATHLEEN A. MYERS CLERK OF THE CITY COMMISSION

Passed: May 22, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into this _____day of ______, 2023 (the "Effective Date") by and between The City of Sandusky, a municipality under the laws of the State of Ohio (the "City"), Fairmount Properties, LLC, an Ohio limited liability company ("Developer"), and North Coast Inns, Inc, an Ohio corporation ("Hotel Partner"), or any of their assigns, (together, the "Parties").

RECITALS

A. On ______, 2022, the City publicly issued a Request for Proposals for Downtown Sandusky Hotel and Conference Center ("RFP") resulting in a competitive process through which the City has chosen Developer and Hotel Partner as its development partnership team for the redevelopment of the RFP site, bounded by Market St, Jackson St, Water St and Peddler's Alley, Sandusky, Ohio (the "Development Site").

B. Developer desires to undertake the development of a mixed-use project (the "Project") on the Development Site owned by the City pursuant to the vision outlined within the RFP. Hotel Partner desires to own, lease, or sublease and operate a high-quality hotel and conference center within the Project.

C. The City has determined that the development of the Development Site is in the best interest of the City and is necessary for the purpose of the creation of public infrastructure including a new downtown public parking garage facility, private investments in new downtown hospitality, residential, and retail, new jobs and employment opportunities in the City, as well as to improve the economic wellbeing of residents and increase the tax base within the City.

D. The City desires to facilitate the redevelopment of the Project through the use of Tax Increment Financing ("TIF") and, potentially, the use of funding via other development funds.

E. This MOU sets forth the general framework and guiding principles established by Developer, Hotel Partner, and the City in furtherance of the Project and the negotiation of a development agreement acceptable to all Parties (the "Development Agreement") reflecting the goals and requirements of the City, Developer and Hotel Partner. This MOU is intended to be superseded by a formal Development Agreement and is not intended to include all the necessary terms, conditions, and other details of the Development Agreement. It is intended nevertheless to establish a framework on which the Parties may rely in negotiating the Development Agreement and in entering into certain commitments and understandings in anticipation of the execution of the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements, and considerations set forth herein and for other good and valuable consideration, the City, Developer and Hotel Partner hereby agree as follows:

- 1) <u>Description of Project.</u> The Project will consist of the redevelopment by Developer and Hotel Partner of the Development Site consisting of an approximately 1.3485 acre parcel(s) which is owned by the City, and generally described as bounded on the north by Water St, on the east by Peddler's Alley, on the south by Market St and on the west by Jackson St, all in Sandusky, Ohio. The land is legally described on Exhibit A, attached hereto and made a part hereof. The redevelopment will result in multiple story buildings tentatively comprising the following uses; provided, however, Developer will not be obligated to own the parking garage and the parties will work together in good faith to determine an ownership and management structure for the garage that is mutually acceptable:
 - a. Parking garage
 - b. Hotel and conference center
 - c. Multi-family residential
 - d. Retail/restaurants
- 2) <u>Definitive Agreements</u>
 - a. <u>Development Agreement</u>. Developer, Hotel Partner, and the City agree to enter into good faith negotiations of a Development Agreement with the intention that such Development Agreement will govern the Project planning, implementation, and management.
 - b. <u>Purchase and Sale Agreement</u> or <u>Ground Lease</u>. During the Development Agreement negotiation, the Parties will mutually agree upon a transactional

structure, anticipated to be either a sale of the Development Site or a ground lease of the Development Site.

- 3) General Terms and Conditions.
 - a. <u>Term</u>. This MOU shall remain in full force and effect until the earlier of (a) mutual execution by all Parties of the Development Agreement, or (b) expiration of this MOU pursuant to <u>Section 5</u> hereof. Upon the expiration of this MOU, all obligations and liabilities of the Parties by reason of this MOU shall cease, except that any obligations or liabilities under Sections 3 and 4 hereof shall survive any termination or expiration of this MOU. City agrees to negotiate exclusively with Developer and Hotel Partner to be the development partnership team of the Project in accordance with the RFP until such time as any Party shall have terminated this MOU pursuant to Section 5 hereof.
 - <u>Condition of Development Site</u>: Unless otherwise provided in the Definitive Agreements, the Development Site shall be delivered to Developer and Hotel Partner in a vacant state. The Development Agreement will contain provisions addressing how any unanticipated environmental conditions will be handled.
 - c. <u>Approval of uses, tenant mix and design criteria</u>: City shall have approval, such approval not to be unreasonably withheld, conditioned, or delayed, over the proposed use categories to be developed in the Project, as well as the conceptual site plan and design criteria for the Project, all of which will be agreed to in the Development Agreement and any applicable exhibits. No tenant in the Project may engage in the following uses without the prior written consent of the City: amusement galleries; pool rooms; off-track betting parlors; adult bookstores; adult novelty stores; drug paraphernalia stores; legalized marijuana stores; video game rooms; catalog stores; self-service shoe stores; discount stores; dollar stores; pawn shops; tattoo parlors; auto parts stores; laundromats; and gasoline service stations, payday loan stores and adult entertainment parlors.
 - <u>Timeline for Development</u>: The Development Agreement will establish a proposed timeline for development of the Project, including any governmental approvals.

<u>Expenses</u>: Each party will be responsible for its own expenses related to the Project's pursuit and due diligence.

- 4) <u>Indemnification</u>: Developer, Hotel Partner and to the extent permitted by law the City shall each indemnify, defend, and hold harmless each other from and against all liability, damage, loss, cost and expense (including, but not limited to, interest and penalties, court costs and attorneys' fees) in connection with or relating to this MOU, including those for personal injury (including death) or property damage except for losses caused by the gross negligence or willful misconduct of any party. Developer and Hotel Partner will require in all contracts and sub-contracts an indemnification clause requiring the sub-contractor to indemnify the City indemnitee parties set forth in this Section 4.
- 5) <u>Termination</u>: The City hereby grants exclusive development rights to Developer and Hotel Partner with respect to the Development Site and the Project, commencing on the Effective Date and ending at Midnight on March 31, 2024. Notwithstanding anything set forth herein to the contrary, the obligations and liabilities under <u>Sections</u> <u>3 and 4</u> hereof shall survive any expiration of this MOU, provided that in no event shall either Party be liable hereunder for (and each Party hereby waives the right to claim or sue for) any indirect, consequential, or punitive damages.
- 6) This MOU 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 document.
- 7) This MOU cannot be changed nor can any provision of this MOU, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this MOU, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- <u>Notices</u>. Any notice, request or other communication given or made hereunder ("<u>Notice</u>") shall be in writing and sent by any of the Parties by any of the following

means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by nationally recognized overnight delivery service or (iv) by confirmed email. Any such Notice shall be addressed to the other Party at the addresses or email address set forth below, or to such other address or addresses or email address or addresses for each Party as each Party shall hereafter designate by Notice given to the other Parties pursuant to this <u>Section 8</u>:

> City of Sandusky, Ohio 240 Columbus Avenue Sandusky, Ohio 44870 Attention: Interim City Manager jorzech@cityofsandusky.com With a copy to: City of Sandusky, Ohio 240 Columbus Avenue Sandusky, Ohio 44870 Attention: Law Director bheil@cityofsandusky.com

To Developer:

To City:

Randy Ruttenberg Fairmount Properties 200 Park Ave, suite 220 Orange Village, OH 44122 <u>rruttenberg@fairmountproperties.com</u> With a copy to: Rebecca Molyneux Fairmount Properties 200 Park Ave, suite 220 Orange Village, OH 44122 <u>rmolyneaux@fairmountproperties.com</u>

To Hotel Partner: Leonard Longer North Coast Inns, Inc 11608 US 250 Milan, OH 44846 With a copy to: Joseph R. Miller Vorys, Sater, Seymour and Pease LLP 52 E. Gay Street Columbus, Ohio 43215 jrmiller@vorys.com

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first above written.

THE CITY OF SANDUSKY	FAIRMOUNT PROPERTIES LLC an Ohio limited liability company
By:	By:
Name: EXHIB	Name:
Title:	Title:
NORTH COAST INNS INC	
By:	
Name:	
Leonard F. Longer	
Title:	
Approved as to form	
By:	
Name: <u>Brendan Heil</u>	
Title: Law Director	

LEGAL DESCRIPTION

Hartung Title Agency Commitment No. E-29268, Effective May 30, 2019

PARCEL NO. 1:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being all of Lot No. Forty-two (42) on Water Street in the City of Sandusky, Ohio.

PARCEL NO. 2: Situated in the City of Sandusky, County of Erie and State of Ohio: Being the west Thirty-three (33) feet of Lot No. Forty-one (41) on Water Street in the City of Sandusky, Ohio.

PARCEL NO. 3: Situated in the City of Sandusky, County of Erie and State of Ohio: Being the east one-half of Lot Number Two (2) on Jackson Street, excepting therefrom the east <u>66.67 feet.</u>

PARCEL NO. 4:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the west two-thirds (2/3) of Lot Number Four (4) on Jackson Street, <u>excepting therefrom the following described</u> premises: Beginning at the Northwest corner of Lot No, 4 Jackson Street; thence south on the west line of Lot No. 4, 21-11/12 feet to the center of the partition wall of the double stone building; thence east and parallel with the north line of said lot, 81 feet 9 inches; thence in a northeasterly course to a point on the north tine of Lot No. 4, 6 rods east of the west line of said lot, thence west on the north line of said lot to the place of beginning.

PARCEL NO. 5:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the west 2/3 of Lot Number Six (6) on Jackson Street.

PARCEL NO. 6:

Situated in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows: Being the westerly one-half (1/2) of the easterly one-half (1/2) of Lot Number Forty (40) on

Water Street.

PARCEL NO. 7: Situated in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows:

Being the westerly one-half ('/a) of Lot Number Forty (40) on Water Street,

PARCEL NO. 8:

Situated in the City of Sandusky, County of Erie, State of Ohio and bounded and described as follows:

And known as being the east one-half of Lot Number Forty-one (41) on Water Street in said City.

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the City of Sandusky, County of Erie, State of Ohio and being a part of lot numbers 39 and 40, Water Street, in the First Ward of said City, Erie County, Ohio and more fully described as follows:

Commencing at a cross cut found in a monument box at the centerline intersection of Water Street (74.25 feet wide) with the centerline intersection of Columbus Avenue (99 " feet wide); Thence South 64' 23" 00" West along the centerline of Water Street a distance of 49.50 feet to point; Thence South 25' 30' 00" East a distance of 37.12 feet to a point at the northeasterly corner of a parcel conveyed to Sandusky State Theatre Inc. recorded in deed volume 54*4, page 130, Erie County Deed Records: Thence South 64' 23' 00" West along the northerly line of said Sandusky State Theatre a distance of 176.98 feet to a point at the northwesterly corner of said Sandusky State Theatre, said point being the Place of Beginning;

(1) Thence South 25' 31' 00" E along the westerly line of said, Sandusky State Theatre distance of 148.50 feet to a drill hole set;

- (2) Thence South 64 23 00" W a distance of 52.00 feet to a 1/2 rebar set; (3) Thence North 25° 31' 00" W a distance of 148.50 feet to a point:
- (4) Thence North 64[•] 23' 00" E a distance of 52.00 feet to the Place of Beginning, containing 0.1772 acre more or less, but subject to ail legal highways easements and restrictions of

Bearings were assumed for the purpose of indicating angles only. The above description was prepared from a survey by me Rudy O. Hartung P.S. in April 2003.

PARCEL NO. 9:

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the West 2/3 of the East 1/3 of Lots Numbered Four (4) and Six (6) on Jackson Street of which the West line of the premises conveyed hereby being the East line of the East wall of the Cable Building now on the West 2/3 of said Lots Numbered Four (4) and Six (6). Also the West 2/3 of the East 1/3 of Lot Numbered Two (2) on Jackson Street, excepting therefrom the North Twelve (12) feet thereof heretofore, reserved for an alley.

PARCEL NO. 10:

Situated in the City of Sandusky, County of Erie and State of Ohio arid further described as follows:

Beginning in the West line of Lot 2, same being the East line of Jackson Street, at a point 12 feet South from the Northwest corner of Lot 2; thence East parallel with the North line of Lot, 99 feet; thence South 20 feet; thence West 99 feet; thence North 20 feet, be the same more or less, but subject to all legal highways.

PARCEL NO. 11:

Situated in the City of Sandusky, County of Erie and State of Ohio, and being: Commencing at the southwest corner of Lot No. Two (2) on Jackson Street, in the City of Sandusky, thence East along the southerly line of said Lot, 99 feet to a point; thence in a northerly direction parallel with the west line of said Lot No, Two (2), 17 feet to a point; thence in a westerly direction parallel with the south line of said lot, 99 feet to a point; thence in a southerly direction along the west lot line, 17 feet to the place of beginning, the same being the south 17 feet of the west 6 rods of Lot No, Two (2) Jackson Street (and one-half of the surplus of said lot).

Also the following premises Situated in the City of Sandusky, County of Erie and State of Ohio, to wit: Being the north 17 feet of the south 34 feet of the west 1/2 lot two (2) Jackson Street.

PARCEL NO. 12:

Situated in the City of Sandusky, County of Erie and State of Ohio, and being: Also that part of Lot Number Four (4) on Jackson Street, in the City of Sandusky, Erie County, Ohio bounded and described as follows: Beginning at the northwest corner of said lot; running thence southerly along the westerly line of said lot, same being the easterly line of Jackson Street, a distance of 21 feet and 11 inches to the center of the partition wall of the double stone building situated on said premises; thence easterly along a line parallel with the northerly line of said lot, a distance of 81 feet and 9 inches to its intersection with a line drawn from the southeast comer of said double stone building which said corner is 60 feet and 9 inches easterly from the easterly line of Jackson Street and 44 feet and 3 inches southerly from the northerly line of said Lot Number 4 to a point, the northerly line of said Lot Number Four (4) on Jackson Street, which point is 99 feet easterly measured along the northerly line of said lot, from the easterly line of Jackson Street; thence northeasterly, along said above mentioned line to the northerly line of said Lot Number Four (4); thence easterly along the northerly line of said lot, a distance of 99 feet to the place of beginning.

SCHEDULE B. SECTION II ITEMS

<u> </u>	CHEDULE	В,	2
Hart	e of Exceptions ung Title Agency mitment No. E-29268,	Effect	ive
16.	Rights of Way and Eas August 19, 1924 and a.) 15 FOOT WIDE RIG b.) 9 FOOT WIDE RIG (PLEASE NOTE THAT T GROUND AT TIME OF S	Record GHT OF HT OF THE BUI	ed WA WA
17.	Rights, privileges, and 1973 and Recorded in (10 FOOT WIDE PEDES	Volum	e 4
18.	Alley Rights in deed t Recorded in Volume 3 (12 FOOT ALLEY RIGHT	06 at	Pag
19.	Grant of a License for between The City of S and Recorded as Docu Records. (ENCROACHMENT AREA	Sandusk ument	ry c RN
20>	Right of Way and alley Recorded in Volume 2 (12 FOOT ALLEY RIGHT (PLEASE NOTE THAT T GROUND AT TIME OF S	51 at I TS AFFE THE BUI	Pag ECT ILDI
21.	Easement Agreement Platt LLC, filed for rea County, Ohio Official F (10.5'x44.00' CONCRET	Records	•
22.	Sewer Easement Agree for record November 2 Official Records. (10 FOOT SEWER EASE	26,2014	l ar
23.	Easement Agreement November 26, 2014 ar Records. (10.00'x32.13' ACCESS	nd Rec	ord
24.>	Easement Agreement November 26, 2014 ar Records. (10.00'x32.13' ACCESS	nd Rec	ord
25.	Alley Rights in deed t record May 3, 1941 ar (12 FOOT ALLEY RIGHT	o Lowe nd Reco TS (JC	II C ord DIN T
26.	Easement to Ohio Edis 143 at Page 726, Erie (20 FOOT WIDE EASEM	son Co e Count IENT St	mp ty, 10V
27.	Agreement for Constru 1953 and Recorded in (THE DOCUMENT IS PA	Volum	e 2
28	Right of Way, Easemen filed for record Novem Deed Records. a.) 12 FOOT ALLEY S b.) 15 FOOT INGRESS (PLEASE NOTE THAT T GROUND AT TIME OF S	nber 3, SHOWN S / EGI THE BUI	19 HEI RES ILDI
29.	We find a certain twel Two (2) Jackson Stree further examination ho	et) has	nc
U	TILITY PRO	ועכ	D
OUPS	S Reference No. A9164 : June 13, 2019		
AT &			
	seye Cable TV		
	ns Not Received		

Plans Not Received

City of Sandusky (Sewer, Water and Traffic) **Plans Received** Site Plan performed by **Enviromental Design Group** Dated 02/10/2016

UTILITY NOTE

©2019 by The Riverstone Company. This product style and format is protected by copyright laws and all rights are reserved. The use of this style and format is strictly prohibited without written consent/permission of The Riverstone Company.

May 30, 2019

- ights in deed to The Laurence Cable Company, filed for record in Volume 123 at Page 357, Erie County, Ohio Deed Records, VAY SHOWN HEREON. AY SHOWN HEREON.
- ING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON
- ts in deed to The City of Sandusky, filed for record August 29, 429 at Page 252, Erie County, Ohio Deed Records. LKWAY EASEMENT IS SHOWN HEREON.)
- Kriss and Edna M. Keating, filed for record June 12, 1960 and ge 478, Erie County, Ohio Deed Records. TING PARCEL NO. 7 IS SHOWN HEREON.)
- hment on West Side of Lot 35/ Presently a Parking Lot by and and North Bay Management filed for record October 18, 1999 9915901 and re-filed in RN 9916581, Erie County, Ohio Official
- THEAST OF SUBJECT PROPERTY AND NOT SHOWN HEREON.)
- in deed to George L. Mylander, filed for record July 13, 1954 and ge 476, Erie County, Ohio Deed Records. TING PARCEL NOS 3 AND 9 IS SHOWN HEREON.) ING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON
- ete Apron by and between The City of Sandusky, Ohio and Old ember 26, 2014 and Recorded as Document RN 201409960, Erie EASEMENT SHOWN HEREON.)
- and between The City of Sandusky, Ohio and Old Platt LLC, filed and Recorded as Document RN 201409961, Erie County, Ohio OWN HEREON.)
- etween Old Platt LLC and The City of Sandusky, filed for record ded as Document RN 201409962, Erie County, Ohio Official NT SHOWN HEREON.)
- _LC and The City of Sandusky, filed Old RN 201409963. Erie County. Ohio Of SHOWN HER
- lo. 2529, Veterans of Foreign Wars, filed Hem Post N ed in Volume 166 at Page 287, Erie County, Ohio Deed Records. SHOWN HEREON) T USE) AFFECTING PARCEL NO. 10 IS
- ord November 9, 1993 and WN HEREON.)
- nd or use of Public Way Sub-space, filed for record July 30, 243 at Page 323. Erie County. Ohio Deed Records. ILLEGIBLE AND NOT SHOWN HEREON.)
- lley Rights in deed to Edward James Baxer and Doris A. Baxter, 980 and Recorded in Volume 487 at Page 435, Erie County, Ohio
- EREON. SS EASEMENT SHOWN HEREON.
- ING OR BUILDINGS DESCRIBED IN DOCUMENT ARE NOT ON
- alley (that appears to run along the north part of Lot Number ot been included under the various deeds of conveyance. No made as to the record ownership or use of said alley.



2 WORKING DAYS BEFORE YOU DIG CALL TOLL FREE 800-362-2764 or 811 OHIO UTILITIES PROTECTION SERVICE

Columbia Gas **Plans Received**

Everstream Solutions Plans Not Received

Ohio Edison Plans Received - Lines are not shown due to unclearness of plans

Utility Provider source information from plans provided by the client, the title company and the utility provider and on ground utility markings will be combined with observed evidence of utilities to develop a view of those underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. The centerline of known utility lines shown hereon do not represent the true width of the utility line.

FLOOD NOTE

The Subject property is situated in Zone "X", a minimum flood zone, and is not in a Special Flood Hazard Area as shown on the Federal Flood Map Community Number 390156 and Community Panel No. 39043C-079D, Effective: August 28, 2008.

NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. APPROXIMATE SCALED LOCATION FROM FEMA FLOOD MAPS.

PROPERTY AREA

Parcel Nos. Parcel Nos.	1, 6, 6, 7 and 8 3, 4, 5, 9, 10,	0.5838	Acres	25,429	Sq.Ft.
	11 and 12	0.7647	Acres	33,311	Sq.Ft.
Total		1.3485	Acres	58,740	Sq.Ft.

* Total area does not include area within 12 foot wide alley *

ZONING INFORMATION AND NOTES

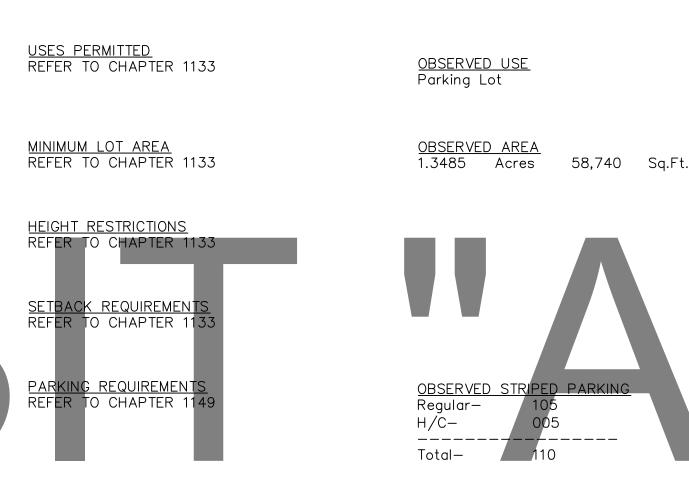
The City of Sandusky 240 Columbus Avenue Sandusky, Ohio 44870 419-627-5844

GENERAL DESCRIPTION

ZONING REQUIREMENTS ARE SUBJECT TO INTERPRETATION, FOR FURTHER VERIFICATION OF ZONING INFORMATION CONTACT THE CITY OF SANDUSKY. THE RIVERSTONE COMPANY WAS NOT PROVIDED A PLANNING AND ZONING REPORT AT THE DATE OF THE SURVEY.

Downtown Business (DBD)

ADJACENT PROPERTY ZONING DISTRICT Downtown Business (DBD)



SURVEYORS NOTES

- 1. All of the various survey monuments shown on this survey as found and/or used are in good condition, undisturbed, unless otherwise noted. 5/8" iron pins shown hereon as set will be set upon closing. (Table A, Item 1)
- 2. The Riverstone Company was not provided a Planning and Zoning Report (PZR) at the date of the survey. (Table A, Item 6a)
- 3. At the time of survey the Riverstone Company did not make any observations to determine the location of party walls or if the walls were plumb. (Table A, Item 10)
- 4. At the time of the field surveying there was no observable evidence of earth moving work, building construction or building additions within recent months. (Table A, Item 16)
- 5. At the time of the field surveying there was no observable evidence of changes in street right of way lines. (Table A, Item 17)
- 6. At the time of the field surveying there was no observable evidence of recent sidewalk construction or repairs. (Table A. Item 17)
- 7. The Riverstone Company was not provided a wetlands delineation report at the time of the survey. (Table A, Item 18)
- 8. At the time of the field surveying there was no observed evidence of site use as a solid waste dump, sump or sanitary landfill.
- 9. At the time of the field surveying there was no observable evidence of cemeteries or burial grounds.
- 10. Ownership of fences are unknown unless otherwise noted.
- 11. Dimensions on this plat are expressed in feet and decimal parts thereof unless otherwise noted.
- 12. This plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and city survey records. Bearings shown hereon are to an assumed meridian and are intended to indicate angles only. Distances are given in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge. I hereby certify I have surveyed the subject premises and prepared this drawing in accordance with the provisions of Chapter 4733-37 of the Ohio Administrative Code.
- 13. Due to future liability concerns the Riverstone Company cannot add the wording "its successors and/or assigns as their respective interests may appear" after private entities.
- 14. Subject property has vechicular access to West Water Street (Public Right of Way) and Jackson Street (Public Right of Way).

ALTA / NSPS LAND TITLE SURVEY DF

134 Jackson Street PARCEL NO. 56-64001.000 PARCEL NO. 56-64002.000 PARCEL NO. 56-64003.000 PARCEL NO. 56-64004.000 PARCEL NO. 56-64032.000 PARCEL NO. 56-64036.000 PARCEL NO. 56-64037.000 PARCEL NO. 56-64038.000 PARCEL NO. 56-64039.000 PARCEL NO. 56-64040.000 PARCEL NO. 56-64043.000 PARCEL NO. 56-64052.000 PARCEL NO. 56-60103.000 PARCEL NO. 56-60104.000 PARCEL NO. 56-60823.000 CITY OF SANDUSKY COUNTY OF ERIE STATE OF OHIO FOR

THE CITY OF SANDUSKY

HARTUNG TITLE AGENCY

2016 ALTA/NSPS CERTIFICATION

To The City of Sandusky and Hartuna Title Agency:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 7(b), 7(c), 8, 9, 11, 13, 14, 16, 17, 18 and 20 of Table A thereof. The fieldwork was completed on July 45, 2019.



19-214

, PAGE 1 OF 3

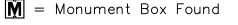
EBD PS No. 6747

LINE TABLE

Line #	Length	Bearing
	41.25' RM.	S 64° 23' 00" W
L2	37.125' RM.	S 25° 32' 22" E
L3	41.25' RM.	N 64° 23' 00" E
L4	37.125' RM.	N 25° 32' 22" W
L5	49.50' RM.	N 64° 23' 00" E
L6	37.125' RM.	S 25° 29' 27" E
L7	41.25' RM.	N 64° 20' 19" E
L8	41.25' RM.	N 25° 32' 22" W
L9	33.22' CM. 33.00' R.	N 64° 23' 00" E
L10	33.21' CM. 33.00' R.	N 64° 21' 51" E
L11	33.21' CM. 33.00' R.	S 64° 21' 51" W
L12	54.70' CM.	S 25° 31' 22" E
L13	33.20' C.—M.	S 64° 21' 21" W
L14	54.71' C.—M.	N 25° 31' 37" W
L15	44.81' CM.	S 25° 32' 22" E
L16	81.75' R.—M.	S 64° 21' 21" W
L17	28.30' CM.	N 13° 35' 28" E
L18	66.70'CM. 66.00'R.	S 25° 31' 22" E
L19	66.72'CM. 66.00'R.	S 25° 32' 22" E
L20	66.70'CM. 66.00'R.	S 25° 31' 22" E
L21	3.36' C.—M.	N 64° 23' 00" E
L22	3.35′C.−M.	N 64° 21' 51" E
L23	33.22' C-M. 33.00' R.	N 64° 23' 00" E
L24	33.22' C-M. 33.00' R.	N 64° 23' 00" E
L25	33.22' C-M. 33.00' R.	N 64° 21' 51" E
L26	52.00' RM.	N 64° 23' 00" E
L27	177.16' C.—M. 176.98' R.	N 64° 23' 00" E
L28	52.00' R.—M.	N 64° 21' 51" E
L29	44.26' CM. 44.22' R.	N 64° 20' 19" E
L30	54.70' CM.	N 25° 31' 22" W
L31	44.28' CM. 44.22' R.	N 64° 21' 51" E
L32	12.00' RM.	S 25° 32' 22" E
L33	20.00' RM.	S 25° 32' 22" E
L34	99.61'CM. 99.00'R.	N 64° 21' 51" E
L35	20.00' R.—M.	S 25° 31' 37" E
L36	99.62'CM. 99.00'R.	N 64° 21' 51" E
L37	17.36' CM. 17.00' R.	S 25° 32' 22" E
L38	99.61'CM. 99.00'R.	S 64° 21' 36" W
L39	17.35' CM. 17.00' R.	S 25° 31' 37" E
L40	17.36' CM. 17.00' R.	S 25° 32' 22" E
L41	99.61'CM. 99.00'R.	S 64° 21' 21" W
L42	17.35' CM. 17.00' R.	S 25° 31' 37" E
<i>L43</i>	21.92' RM.	S 25° 32' 22" E
<i>L44</i>	29.86' CM.	N 64° 21′ 51″ E
L45	12.00' RM.	S 25° 30' 53" E
L46	22.13' RM.	S 64° 21' 51" W
L47	22.13' RM.	N 64° 20' 19" E
L48	33.21' C.—M.	N 64° 21' 51" E



DEEDS OF RECORD



- \mathbf{O} = Iron Pin Found 🔘 = Iron Pipe Found
- = 5/8"x30" Iron Pin Set
- Image: Set / Found
- $-\phi$ = P.K. Nail Set / Found
- = Centerline
- 🔇 = Easement No.

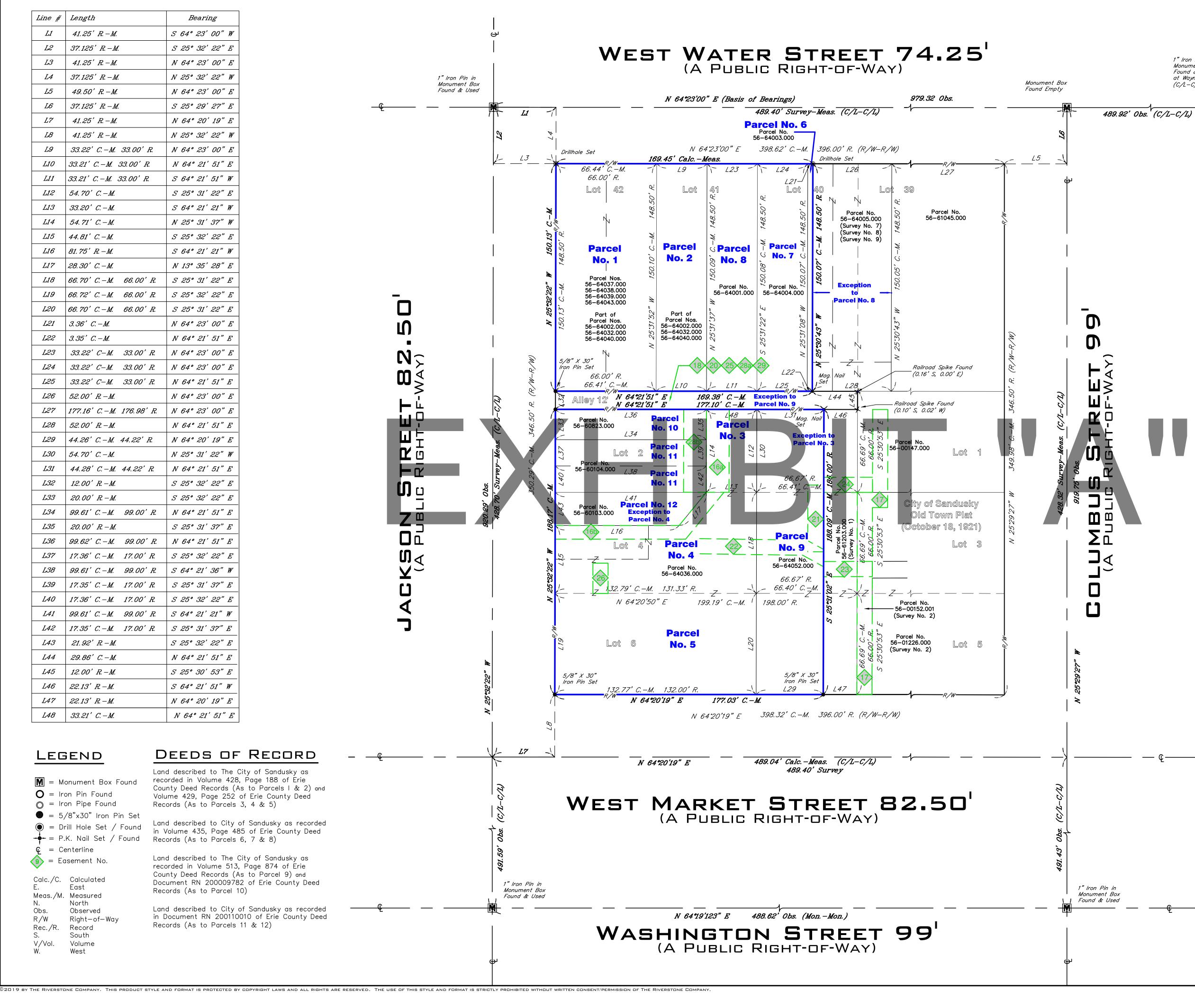
Calc./C.	Calculated
E.	East
Meas./M.	Measured
N	North
Obs.	Observed
R/W	Right-of-Way
Rec./R.	Record
S.	South
V/Vol.	Volume
W.	West

Land described to The City of Sandusky as recorded in Volume 428, Page 188 of Erie County Deed Records (As to Parcels | & 2) and Volume 429, Page 252 of Erie County Deed Records (As to Parcels 3, 4 & 5)

Land described to City of Sandusky as recorded in Volume 435, Page 485 of Erie County Deed Records (As to Parcels 6, 7 & 8)

Land described to The City of Sandusky as recorded in Volume 513, Page 874 of Erie County Deed Records (As to Parcel 9) and Document RN 200009782 of Erie County Deed Records (As to Parcel 10)

Land described to City of Sandusky as recorded in Document RN 200110010 of Erie County Deed Records (As to Parcels 11 & 12)



134 JACKSON STREET

(BOUNDARY AND SCHEDULE B, ITEM II EXCEPTIONS)

OWNERSHIP TABLE

1" Iron Pin in Monument Box

Found & Used

(C/L-C/L)

at Wayne Street

Parcel	<u>Ownership</u>	Recording Information
56-00147.000 56-64001.000 56-64002.000 56-64003.000 56-64005.000 56-64032.000 56-64036.000 56-64037.000 56-64039.000 56-64040.000 56-64043.000 56-64043.000 56-60103.000 56-60104.000 56-601203.000 56-61203.000	Old Platt, LLC The City of Sandusky The City of Sandusky The City of Sandusky The City of Sandusky Sandusky State Theatre, Inc. The City of Sandusky The City of Sandusky Old Platt, LLC Sandusky State Theatre, Inc.	RN 200811016 Volume 435, Page 485 Volume 428, Page 188 Volume 435, Page 485 Volume 435, Page 485 Volume 544, Page 130 Volume 428, Page 188 Volume 429, Page 252 Volume 428, Page 188 Volume 513, Page 874 RN 200110010 RN 200009782 RN 201008009 RN 200406855

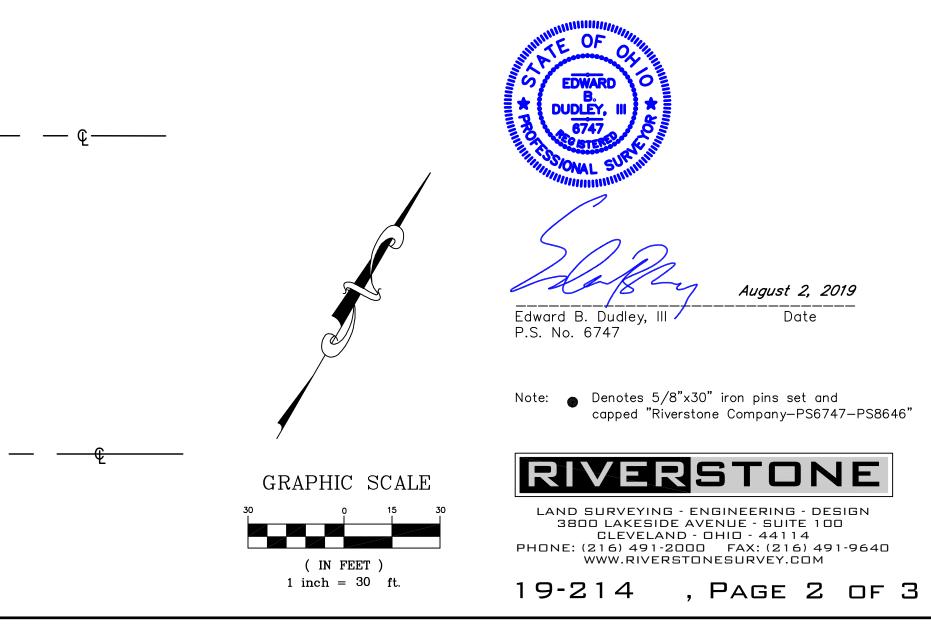
REFERENCE SURVEYS

<u>Survey</u> <u>Survey</u> <u>Description</u>

- Lot Combination 0.3254 Acres as surveyed by John Hancock, PS No. 6918 in August 16, 2010. (File No. 1693—SUR, Job No. 169308) **(Survey)**
- 2.) Plat of Survey, Lot Split & Combination as surveyed by John Hancock, PS No. 6918 in March 17, (File No. 1693-SUR, Job No. 169308)
- Boundary Survey for David Bier as surveyed by J.A.R/ Engineering in February of 2015. 3.) (File No. 1693-SUR, Job No. 169308)
- Lot Combination Plat as surveyed by John Hancock, PS No. 6918 in December 22, 2016. (File No. 2454-COMB, Job No. 245416)
- 5.) Encroachment License Agreement as surveyed by Alexander B. Etchill, PS No. 8512 in May 31, (File No. 2454-SURV, Job No. 245416)
- Map of Survey for Job & Family Services as surveyed by Daniel E. Hartung, Jr. PS No. 5667 in 6.) March 25, 2005. (File No. 1693-SUR, Job No. 169308)
- 7.) Survey of a 0.1544 Acre Parcel as surveyed by Benhardt Wayne Buser, Jr. PS No. 5801 in August 27, 2001.
- 8.) Survey of a 0.1772 Acre Parcel as surveyed by Rudy O. Hartung, PS No. 8164 in April 30, 2004.
- 9.) Survey of a 0.0212 Acre Parcel as surveyed by Rudy 0. Hartung, PS No. 8164 in February 20,
- 10.) Jackson Street Parking Lot Green Infrastructure plans performed by Environmental Design Group in October of 2016.

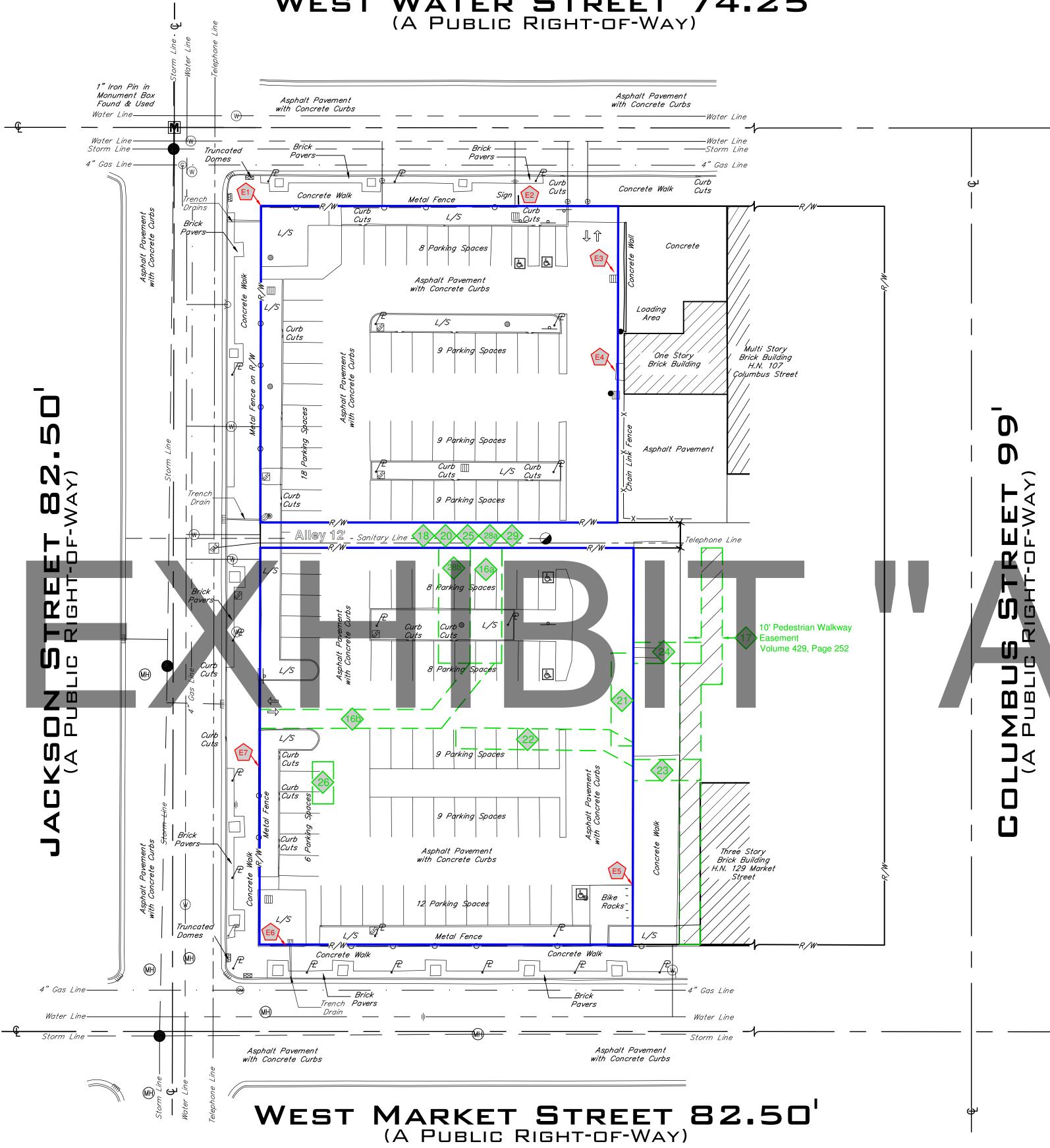
BASIS OF BEARINGS

The centerline of West Water Street as North 64°23'00" East as shown on the Lot Combination 0.3254 Acres as surveyed by John Hancock, PS No. 6918 in August 16, 2010. (File No. 1693-SUR, Job No. 169308)



30	APHIC SCA 0 15 (IN FEET) inch = 30 ft.	
IF	EGENE)
$ \begin{split} \hline \mathbf{M} &= Monument Box Fo \\ \hline \mathbf{O} &= Iron Pin Found \\ \hline \mathbf{O} &= Iron Pipe Found \\ \hline \mathbf{O} &= Iron Pipe Found \\ \hline \mathbf{O} &= Iron Pipe Found \\ \hline \mathbf{O} &= Drill Hole Set / I \\ \hline \mathbf{O} &= Drill Hole Set / I \\ \hline \mathbf{O} &= Gas Meter \\ \hline \mathbf{O} &= Flag Pole \\ \hline \mathbf{O} &= Flag Pole \\ \hline \mathbf{O} &= Electric Mathole \\ \hline \mathbf{O} &= Electric Box \\ \hline \mathbf{O} &= Tansformer \\ \hline \mathbf{O} &= Cable Box / Man \\ \hline \mathbf{O} &= Talephone Box / Man \\ \hline \mathbf{O} &= Traffic Control Bos \\ \hline \mathbf{O} &= Flag Tree \\ \hline &= Encroachments \\ \hline \mathbf{O} &= Visitations \\ \hline \mathbf{O} &= O \\ \hline \mathbf{O} \\ \hline \mathbf{O} &= O \\ \hline \mathbf{O} \\ \hline $	n Set	 F= Spot Elevation Tag Hydrant Stand Pipe Water Service Valve Water Line Valve Water Meter Water Manhole Sanitary Manhole Clean Out Unknown Manhole Storm Manhole Storm Manhole Catch Basin Yard Basin Curb Inlet Trench Drain Traffic Flow/Access Sign Post Bollard Handicap Parking Benchmark Monitoring Well Centerline Property Line Easement No.
Parcel / Sublot line Original Parcel / Sublot Original Lot / Section I Centerline Subject Property Line Right-of-way Line Easement Line Waterline Gas Line Overhead Utility Line Electric Line Sanitary Sewer Storm Sewer Telephone Line Railroad Tracks Chain Link Fence Ornamental Fence Split Rail Fence Vinyl Fence Wood Fence Guardrail Tree or Brush Line	Line	
A Arc Length Adj. Adjacent Asph. Asphalt Paver B.F. Basement Flo B.N. Building Numt Bldg. Building B/W Bottom of Wa C.C.M.R. Cuyahoga Cou Records C.L.F. Chain Link Fe Calc./C. Calculated CB CB Catch Basin CI. Class CH Chord CIr. Clears CMP Corrugated M Pipe Conc. Conc. Concrete Conn. Connection CPP Corrugated PI Pipe D.H. D.H. Drill Hole D.I.W.M. Ductile Iron W Main D.V. Deed Volume Doc. Doc. Document E. East Elec. Electric Elev. Elevation Encr. Encroachment E. Garage Floor Gar. <	N. N/A N/A O.D.O.T or Der O.U.P.S. all O.L. Obs. Obs. Ord. P.O.B. P.P.N. P.P.O.B. P.P.O.B. P.P.N. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.P.O.B. P.C. P.O.B. P.C. P.O.B. P.C. P.O.B. P.C. P.O.B. P.C. S. S. S. S. S. S. S. S. S. S	North Not Available Ohio Department of Transportation Ohio Utility Protection Service Original Lot Official Record Observed Ordinance Point of Curvature Place of Beginning Permanent Parcel Number

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WEST WATER STREET 74.25

ALTA / NSPS LAND TITLE SURVEY OF

134 JACKSON STREET

(EXISTING CONDITIONS AND SCHEDULE B, ITEM II EXCEPTIONS AND UTILITIES)

POSSIBLE ENCROACHMENTS

E1	Concrete walk extends into subject property by ± 0.6 feet.
E2	Subject's sign is within the right of way of West Water Street by ± 5.1 feet.
E3	Subject's asphalt pavement extends on to adjacent property by ± 3.0 feet.
E4	Adjacent concrete extends on to subject property by ± 1.1 feet.
E5	Subject's asphalt pavement extends on to adjacent property by ± 0.3 feet.
E6	Subject's metal fence extends into the right of way of West Market Street by ± 0.6 feet to 0.8 feet.
E7	Subject's metal fence extends into the right of way of Jackson Street by ± 0.5 feet.

