

ORDINANCE NO. 23-227

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 920 WEST OSBORNE STREET (FORMER OSBORNE ELEMENTARY SCHOOL), AND IDENTIFIED AS PARCEL NO. 58-65001.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING 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; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is gifted with historic structures, including the former Osborne Elementary School, located at 920 W. Osborne Street, but that comes with challenges to ensure the buildings are preserved and remain in use; and

WHEREAS, the City is also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income and according to the 2023 Firelands Region Housing Needs Assessment, Erie County has a gap of 1,637 rental units across all price points; and

WHEREAS, this City Commission authorized the purchase of real property located at 920 W. Osborne Street (former Osborne Elementary School), and identified as Parcel No. 58-65001.000 from the from the Board of Education of the Sandusky City School District by Ordinance No. 23-210, passed on October 23, 2023; and

WHEREAS, the purchase of the historic Osborne School building was a collaboration for the benefit of the community with the intent to foster rehabilitation through an adaptive reuse project and to create at least twenty (20) new housing units with modern accessibility standards, while preserving the buildings historic character; and

WHEREAS, Community Building Partners, LLC, is a mission-based for-profit developer with a wealth of experience in scoping large, complex projects, including both adaptive reuse and new construction, and in using tax credits, loans, and grants to finance projects for public benefit and a significant portion of these projects focus on affordable housing, with over 40 years of experience in community and economic development, specializing in public-private initiatives designed to increase housing, educational, and employment opportunities for marginalized populations in metropolitan areas while promoting environmental stewardship and social equity; and

WHEREAS, the renovations to the former Osborne Elementary School includes the creation of a minimum of twenty (20) living units, attractive common areas interior and exterior of the building, enhancement and retention of playground areas open to community access, exterior parking, lighting, and landscape improvement, and will have an age restriction of 55+; and

WHEREAS, the sale price of the property is \$100,000.00 and the City will be responsible for half of the closing costs and providing \$750,000.00 in grant funds from the American Rescue Plan Act (ARPA) Stimulus fund on a reimbursable basis based on predetermined project benchmarks and deliverables; and

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WHEREAS, it is being requested in companion legislation to approve a Subgrant Agreement with Community Building Partner, LLC, for the terms relating to American Rescue Plan Act (ARPA) Stimulus Funds to be provided by the City; 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 proceed with execution of the agreements and allow the development plans to proceed; 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 Parcel No. 58-65001.000, located at 920 W. Osborne Street, Sandusky, more specifically described in Exhibit "1", 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 pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Real Estate Purchase Agreement with Community Building Partners, LLC for the sale of Parcel No. 58-65001.000, located at 920 W. Osborne Street, Sandusky, for the purpose of development affordable senior housing, 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.

Section 3. 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 sale of Parcel No. 58-65001.000, located at 920 W. Osborne Street, in Sandusky.

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

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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 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.



RICHRD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: November 27, 2023

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of the date of the execution hereof by the last party to execute this Agreement (the “Effective Date”), by and between **CITY OF SANDUSKY**, whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870 (“Seller”) and **COMMUNITY BUILDING PARTNERS, LLC**, an Ohio limited liability corporation, or its assignee (the “Buyer”). The Buyer’s mailing address is 388 West Sixth Avenue, Columbus, Ohio 43201.

RECITALS

Seller is an Ohio Municipality with an opportunity to acquire a surplus school building from the Sandusky City School District which is the current owner in fee simple of the property commonly known as Osborne Elementary School, 920 West Osborne Street located in the City of Sandusky, County of Erie, State of Ohio, (the “Property”) which is more particularly described in the Legal Description attached hereto as Exhibit “A” and incorporated as if fully rewritten herein. Seller desires to sell and convey and Buyer desires to buy the Property, together with Seller’s interests in all easements, roadways, utilities, rights appurtenant thereto and any and all buildings and improvements located thereon, pursuant to the terms of this Agreement.

Further, this Agreement is being made in conjunction with a Subgrant Agreement for American Rescue Plan Act funds to fund a proposed development on this property. A breach of that agreement shall also constitute a breach of this Agreement and cause the cancellation of this purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the efforts and expenditures Buyer will hereafter incur in relation to investigating the Property and processing the acquisition of the Property, and for other good and valuable consideration, hereby acknowledged by Seller and Buyer to their mutual satisfaction, Seller and Buyer hereby covenant and agree as follows:

1. **OPTION PERIOD.** Seller hereby grants to Buyer the exclusive right to elect to purchase the Property until May 31, 2024 (the “Option Period”) pursuant to the terms and conditions hereinafter set forth. The Buyer must notify Seller of its election to purchase the Property prior to the expiration of the Option Period.
2. **CONDITION PRECEDENT.** The obligations identified in this Agreement are expressly predicated upon the acquisition of the Property by City from the Sandusky City School District. The obligations of Seller and Buyer are made effective immediately upon such contract to purchase or actual acquisition.
3. **CONTINGENCIES.** The Contingency Period shall be equal to the Option Period. Buyer’s obligation to purchase the Property is contingent upon all of the following:

(a) Buyer shall have the Option Period (the "Due Diligence Period") for approval of zoning, soil test, storm drainage, availability and sufficiency of sanitary sewer, water, electricity, gas and any other utilities, availability and sufficiency of parking, or variance relating to parking, for an environmental inspection of the Property, and for obtaining an engineering study of the Property, all of which must be satisfactory to Buyer, at Buyer's sole discretion. Buyer shall have sixty (60) days to analyze the material provided by Seller pursuant to paragraph 4 below.

(b) Buyer shall have the Option Period to obtain financing in an amount and with term satisfactory to Buyer and including a grant of acquisition and partial rehabilitation funds from the City of Sandusky in an amount and under terms acceptable to Buyer.

(c) Buyer's obligation and redevelopment plan are contingent on obtaining seventy-five percent (75%) real estate tax abatement for a period of 10 years under terms acceptable to Buyer.

(d) Seller's obligation to sell the Property is subject to approval of the sale by the Sandusky City Commission which will be evidenced by approval of this Purchase Agreement.

The above stated contingencies shall not be released or waived except by written notification from Buyer to Seller prior to the end of the Contingency Period.

4. SELLER COOPERATION. Seller hereby agrees to cooperate fully with Buyer on its investigation of the Property.

Seller will use its best efforts to facilitate Buyer, its agents and licensees to enter upon the Property to perform such inspections and evaluations as Buyer deems necessary or appropriate. Buyer shall be responsible for any damages to the site which are related to soil or environmental investigations conducted at the instruction of the Buyer. Buyer will obtain permission from Sandusky City School District for such investigations

Seller shall cooperate with Buyer with respect to zoning and plan approval matters which may be required by the City of Sandusky for the Buyers intended use.

Within seven (7) days after the full execution of this Agreement, Seller shall support the request of Buyer to the Sandusky City School District for the delivery of the following information and/or materials identified below, to the extent the same are available and in the possession of Sandusky City School District, which shall be available for use by Buyer in preparation for the purchase of the Property.

(a) Surveys, site plans, utility, engineering and topographical maps, property descriptions

and zoning maps of the property.

- (b) Any environmental reports or analyses of the Property, indicating the presence or absence of hazardous or toxic wastes, substances or materials in, on or about the Property.
- (c) A copy of the deed and any available title insurance commitments, policies, guaranties, or reports describing or insuring title to the Property.
- (d) A copy of all leases and tenant information; and
- (e) Any other information, whether written or oral, of which Seller has knowledge and which deals with or about, or affects or may affect in any manner, the Property or the transaction contemplated hereunder.

If Buyer does not purchase the Property, all such materials provided to Buyer shall be promptly returned to Seller. Seller's obligation to furnish the materials and information required herein to Buyer shall continue throughout the term of this Agreement and at all times up to the completion of the Closing and the transfer of title to the Property to Buyer or termination of this Agreement, and shall extend to Seller, or any agent, employee, or representative of the Seller.

5. WARRANTIES AND REPRESENTATIONS. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants to the best of its actual knowledge the following:

- (a) Neither Seller nor any agent, employee, or representative of Seller, has received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any law, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected or disclosed in writing to Buyer.
- (b) The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, except the "due on sale" covenants of the mortgage encumbering the Property.
- (c) Neither Seller, nor any agent, employee, or representative of Seller, has received any notice or notices, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed sale of the Property or the Buyer's proposed use.

- (d) No other person, firm, corporation, or entity has or will have any right or option to acquire the Property, or any portion thereof, other than Buyer or its designee or assignee.
- (e) The execution, delivery and performance by Seller of this Agreement and the performance by Seller of the transactions contemplated hereunder, and conveyance and delivery by Seller to Buyer of possession and title to the Property have each been duly authorized by such persons or authorities as may be required by law, contract or otherwise, and on the Closing Date, Seller shall provide Buyer with certified resolutions, or other instruments, in form satisfactory to Buyer, evidencing such authorization.
- (f) Through and until the Closing, Seller shall not, without the written consent of Buyer, enter into any easement, lease or other contract pertaining to the Property which is not cancelable upon notice of thirty (30) days or less.
- (g) At the successful conclusion of the Acquisition from Sandusky City School District, Seller shall be the holder of good and marketable fee simple title to the Property, free and clear of liens and encumbrances, except those approved by Buyer pursuant to paragraph 9 of this Agreement, and after approval of City Commission Seller will have full and unrestricted power and authority to convey the same as herein set forth.

The warranties, representatives, covenants and agreements set forth in this Agreement shall not be canceled by performance under this Agreement but shall survive the closing of this transaction and the delivery of the deed of conveyance hereunder for a period of two (2) years. All representations and warranties set forth herein shall be true and correct as of the date hereof and as of the Closing Date; and at Closing, Seller shall so certify by written instrument in a form acceptable to Buyer.

6. FAILURE TO PERFORM RELATED AGREEMENTS. This Agreement is being made in conjunction with a Subgrant Agreement for American Rescue Plan Act funds to fund a proposed development on this property. A breach of that agreement or any related development agreement shall also constitute a breach of this Agreement and cause the cancellation of this purchase Agreement.

7. CLOSING. The closing on the purchase of the Property will be no later than forty-five (45) days after the date Buyer advises Seller that all contingencies have been waived. The closing shall be conducted at such time and place as Buyer and Seller shall mutually determine.

8. PURCHASE PRICE. The purchase price for the Property shall be One Hundred Thousand Dollars, (\$100,00000). The purchase price shall be due and payable to Seller at

the Closing in current United States funds.

9. EVIDENCE OF TITLE.

A. Title Insurance. Within ten (10) days after receiving notice of Buyer's election to purchase the Property, Buyer shall cause to be issued, at Buyer's expense, a commitment to issue an American Land Title Association Owner's Title Insurance Policy - (ALTA1992 Form B), in the full amount of the purchase price, showing Seller with good and marketable title to the Property, free and clear of all liens, charges, encumbrance and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer.
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Property.
- (c) Real estate taxes which are a lien on the Property which are not yet due and payable.
- (d) Easements (including mining and mineral rights) and restrictions of record acceptable to Buyer which do not interfere with Buyer's proposed use of the Property; and
- (e) Leases in written form disclosed to the Buyer prior to closing.

If the legal description for the Property includes more than one parcel, the title insurance commitment shall state affirmatively that on the closing date, the Property shall have direct access to dedicated public highways that abut the Property. The title insurance commitment shall fully and completely disclose all easements, restrictions, rights-of-way, ingress or egress or any other appurtenances to the Property, whether negative or affirmative and shall provide insurance coverage in respect to all of such appurtenant rights. Said title insurance shall also include zoning and comprehensive endorsements in favor of the Buyer and/or Buyer's lender(s) as permitted by insurance law and as directed by Buyer.

In the event that Buyer's examination of either the title insurance commitment (including any endorsements thereto) or any survey of the Property discloses any matter adversely affecting title to the Property, or if title to the property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by said survey, Buyer will give Seller written notice of said defect within ten (10) days of receipt of title insurance commitment and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such lien, encumbrance, easement, condition, restriction, reservation or encroachment or other defect. In the event Seller is unable to cure or remove said defect or defects within said thirty (30) day period, Seller shall forthwith give notice of Seller's inability to Buyer and thereafter, Buyer shall have ten (10) days after receipt of such notice within which to make its election either:

- (a) To accept title to the Property subject to such defect or encumbrance; or
- (b) To withdraw from this transaction and terminate this Agreement.

B. Survey. Buyer may obtain, at Buyer's expense, a boundary survey, legal description, and topographical survey of the Property prepared by a registered land surveyor or engineer licensed to practice in Ohio. The boundary survey shall indicate thereon the location of all structures and improvements, if any, and exact boundaries of the Property. The survey shall reflect thereon the location of, and the recording information establishing, all easements, reservations, restrictions, limitations and dedications. The boundary survey shall be certified to the Buyer, the title insurance company, and to other parties as the Buyer may direct, to a date subsequent to the date hereof and shall indicate that there are no encroachments of any type whatsoever. The legal description of the Property shall be included on the survey. The topographical survey shall show such detail of elevations as may be satisfactory to Buyer.

10. CLOSING DOCUMENTS. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 8 hereof. Seller shall be responsible for obtaining any governmental, quasi-governmental or other approvals necessary for the transfer of the property.

Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include without limitation a closing statement, Seller affidavit regarding liens, unrecorded matters and possession, and Seller's affidavit regarding the warranties and representations set forth in Section 6 hereof.

11. POSSESSION. Buyer shall be entitled to full and exclusive possession of the Property as of the Closing, subject to the Buyer's approval under paragraph 9 herein subject to Leases permitted by this agreement and Leases executed prior to the date of this agreement.

12. ADJUSTMENTS AT CLOSING. At the Closing, Buyer and Seller shall apportion adjust and prorate the following items in the manner hereinafter set forth.

(a) Seller's Expense. Seller shall, at the Closing (unless previously paid), pay or credit against the purchase price the following:

- (i) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the General Warranty Deed from Seller to Buyer.
- (ii) Any and all fees for attorneys engaged by Seller.

(b) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) The recording fees required for recording the General Warranty Deed.
- (ii) Any and all fees for attorneys engaged by Buyer; and
- (iii) Any all costs for Lender's title commitment and policy.

(c) Brokers. Seller and Buyer hereby warrant and represent to the other party that each of them has not engaged or dealt with any other broker or agent in regard to this Agreement or to the purchase and sale of the Property contemplated hereby. Each party shall be responsible to indemnify the other for undisclosed broker's fees and commissions.

13. DAMAGE OR DESTRUCTION. Risk of loss to the Property from fire or other casualty shall be borne by Seller until closing, provided that Buyer may either (a) elect to proceed with the transaction in which event Buyer shall be entitled to all insurance proceeds, if any, payable to Seller under any and all policies of insurance covering the premises so damaged or destroyed; or (b) terminate this Agreement, in which event the Seller shall retain such proceeds.

14. TAKING BY EMINENT DOMAIN. If, prior to the Closing hereof, eminent domain proceedings shall be threatened or commenced by any competent public authority against the Property, or any part of portions thereof, Buyer shall have the option of either (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be and become the sole property of Buyer; or (b) to terminate this Agreement, in which event the Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within ten (10) days after Seller first becomes aware thereof, and upon the giving of such notice, Buyers shall then have thirty (30) days within which to exercise the foregoing options. If Buyer fails to exercise such options within said thirty (30) day period, this Agreement shall terminate; and, thereafter, both parties shall be released from further liability or obligation hereunder.

15. NOTICES. Whenever in this Agreement it shall be required or permitted that notice be given by either party hereto to the other, such notice shall be in writing and shall be served when either delivered in person or deposited in the U.S. mail, certified or registered, postage prepaid, and addressed to the party to be notified, at the mailing address first set forth above or at such other address as a party may hereafter designate in writing.

16. CONFLICT WITH OTHER AGREEMENTS. Neither this Agreement or anything to be done under this Agreement violates or shall violate any contract, document, agreement, court or other regulatory order or decree or other instrument or obligation to which Seller,

or Buyer, is a party or by which it or the property may be bound.

17. **CONSENTS.** No approval or consent, not heretofore obtained by any individual or entity is necessary in connection with the execution of this Agreement by Seller or Buyer or the performance of Seller's, or Buyer's, obligations under this Agreement.

18. **MISCELLANEOUS.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

[Signature Page to Follow]

Exhibit 1

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as dated herein.

Signed and acknowledged
in the presence of:

SELLER:
City of Sandusky

By: _____
John Orzech, City Manager
Date: _____

BUYER:
Community Building Partners, LLC

By: _____
Joseph J. Recchie, Chief Executive Officer
Date: _____

Exhibit 1

Prepared by and approved as to form:

Stewart Hastings, Law Director

Exhibit "A"

**Contractors Design Engineering
Consulting Engineers and Surveyors
1623 Old State Road, Norwalk, Ohio 44857**

**Legal Description For:
The Board of Education of the City of Sandusky
Osborne School Parcel
1.4681 Acres**

Being a parcel of land located in part of Outlot 33, Ward 3, City of Sandusky, Erie County, Firelands Connecticut Western Reserve, State of Ohio, and further particularly described as follows:

Beginning at a 3/4" iron pipe in a monument box found at intersection of the centerlines of Prospect Street and Osborne Street (66' R/W); Thence North 88° 22' 46" West, along the centerline of Osborne Street, a distance of 672.20 feet to a point at the intersection of the centerline of Osborne Street, the west line of Outlot 31 and the east line of Outlot 33; Thence South 02° 10' 14" East, along the west line of Outlot 31 and the east line of Outlot 33, a distance of 33.07 feet to a 5/8" iron rod set at the south right of way line of Osborne Street and a northwest corner now or formerly owned by Martin Guzman as recorded in RN 201502614 of the Erie County Recorder's Office and being the principal place of beginning;

1. Thence continuing, South 02° 10' 14" East, along the east line of Outlot 33 and west lines of Outlot 31, said Guzman's land and lands now or formerly owned by Dian M. Woodruff as recorded in RN 200107594, Martin J. Migot & Pamela J. Migot as recorded in RN 201709499, David Wilken & Loretta Wilken as recorded in RN 200107234, Carolyn M. Pankow (Parcels 1 & 2) as recorded in RN 201404068, William Evan Mackenzie Uchtman as recorded in RN 202200838 and Scott S. Russell & Heather L. Russell as recorded in RN 200111615 of the Erie County Recorder's Office, a distance of 325.90 feet to a 5/8" iron rod set at a northeast corner of land now or formerly owned by Jeremy Brown as recorded in RN 202204655 of the Erie County Recorder's Office;
2. Thence North 88° 22' 46" West, along a north line of said Brown's land, a distance of 196.66 feet to a 5/8" iron rod set at a northwest corner of said Brown's land and the east right-of-way line of McDonough Street (99' R/W);
3. Thence North 02° 10' 14" West, along the east right-of-way line of McDonough Street, a distance of 325.90 feet to a 5/8" iron rod set at the intersection of the east right-of-way line of McDonough Street and the south right-of-way line of Osborne Street;

4. Thence South 88° 22' 46" East, along the south right-of-way line of Osborne Street, a distance of 196.66 feet to the principal place of beginning and containing 1.4681 acres (63,951.2449 sq. ft.) of land more or less, but subject to all legal highways, easements and restrictions of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System, NAD83 Datum, Geoid 12A, by ODOT VRS.

Prior Deed Reference: Deed Volume 84, Page 460,
Deed Volume 84, Page 550,
Deed Volume 152, Page 423

All 5/8" iron rods set are 30" long rebar with yellow plastic caps stamped "C.D. ENG 8456 & 8512".

This description was prepared by Contractors Design Engineering, (Consulting Engineers and Surveyors, Norwalk, Ohio) in October 2023 per Alexander B. Etchill, Registered Surveyor No. 8512 from an actual survey performed October, 2023 on the premises by Contractors Design Engineering.



APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

Michael T. Farrell
Engineer/Surveyor: Erie County Engineer's

Date: 10-31-2023

