

ORDINANCE NO. 24-075

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT GRANTING A PERMANENT AND TEMPORARY EASEMENT TO THE CITY BY U.S. TSUBAKI POWER TRANSMISSION, LLC FOR THE SANDUSKY BAY PATHWAY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Bay Pathway is a coastal trail that stretches along the waterfront from the east corporation limit to the west corporation limit with several other on-street and off-street trails networking City roads and the City-wide park system; and

WHEREAS, the City Commission authorized and directed the City Manager to enter into an agreement for professional design services with Environmental Design Group, LLC, of Akron, Ohio, to complete pathway alignments, final engineering, landscape architectural design, environmental permitting, and acquisition services for certain sections of the Sandusky Bay Pathway, by Ordinance No. 19-115, passed on June 24, 2019; and

WHEREAS, U.S. Tsubaki Power Transmission, LLC is the owner of property located at 1010 Edgewater Avenue, Parcel No. 60-00166.000, and is granting the City a permanent and temporary easement necessary for the continuation of the Sandusky Bay Pathway; and

WHEREAS, the value of the easements based on an appraisal dated January 8, 2024, is \$18,160.00 and U.S. Tsubaki Power Transmission, LLC, who has been very supportive of the Pathway, has agreed to donate the easements to the City at no cost; 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 to allow the consultant to proceed with finalizing construction plans for the next phase of the Sandusky Bay Pathway; and

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

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

Section 1. This City Commission approves an Easement Agreement granting a Permanent and Temporary Easement to the City by U.S. Tsubaki Power Transmission, LLC for the purpose of utilizing for the Sandusky Bay Pathway, a copy of which is attached and marked Exhibit "1" and is specifically incorporated as

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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 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 upon its passage, and its 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: April 9, 2024

Easement Agreement

This Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024, between the City of Sandusky (the "Grantee") whose mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870, and US Tsubaki Power Transmission, LLC, (the "Grantor") whose local mailing address is 1010 Edgewater Drive, Sandusky, Ohio 44870.

WHEREAS, the Grantor is the owner of the property with the parcel number 60-00166.000 which is more particularly described in Exhibit "A"; and

WHEREAS, the Grantee desires the easements contained herein in order to complete the Sandusky Bay Pathway;

THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor's Grant of Easements.

- a. Grantor grants and conveys to the Grantee a perpetual and exclusive permanent easement for the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit "B". The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.
- b. Grantor grants and conveys to the Grantee a temporary easement to access, occupy, and construct the Sandusky Bay Pathway, which is more particularly described in the easement and legal description attached hereto as Exhibit "C". The temporary easement shall last for 18 months immediately following the date on which the construction is first commenced by the Grantee. The Grantee may do and perform all acts necessary to fulfill its obligations in accordance with this easement.

2. Grantee's Obligations.

- a. Grantee shall ensure that the Sandusky Bay Pathway is maintained, which includes landscaping and mowing.

3. Representation and Warranties.

- a. Grantor represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the grant of easements to Grantee; (b) such grant of easements and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms herein; and (c)

Grantee's easements rights shall not be defeased, impaired, and adversely affected by superior title.

4. Notices.

- a. Any notices required to be given to the Grantor or Grantee shall be given by certified mail, return receipt requested, or by a national delivery service which obtains a receipt for delivery, at the addresses set forth in the first paragraph of this Agreement, or to such other address as a party may designate from time to time by giving notice to the other party.

5. Successors and Assigns.

- a. The terms and conditions of this Agreement shall bind and inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

6. Covenant Running With the Land.

- a. The terms and conditions of these easements shall constitute a covenant running with the land and shall be binding upon and all inure to the benefit of the Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns, subject to any and all matters of record which affect title to the easement area.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, the parties have set their hands as of the date first above written.

GRANTOR:
U.S. Tsubaki Power Transmission, LLC.

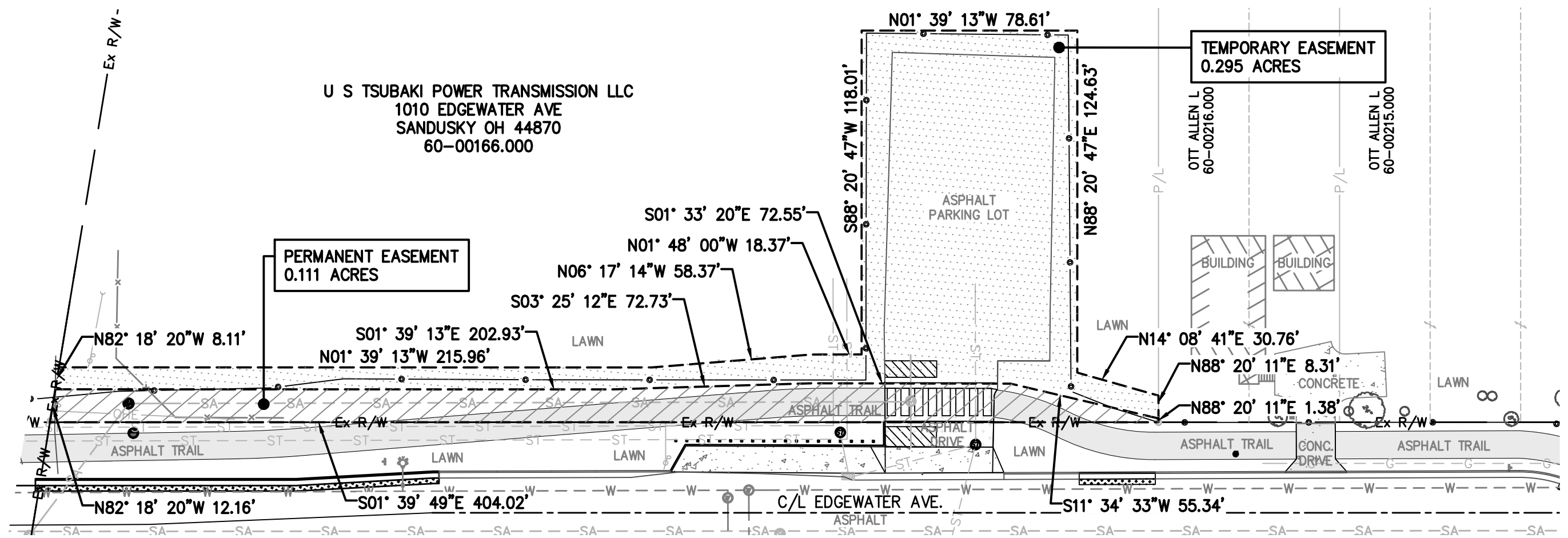
By: _____
Name: Tom Koutsourelis
Title: Financial Controller

GRANTEE:
City of Sandusky

By: _____
Name: John Orzech
Title: City Manager

Approved as to Form:

Stewart Hastings (#0025852)
Law Director
City of Sandusky



EASEMENT

US Tsubaki Power Transmission LLC, an Illinois corporation, the Grantor(s), for valuable consideration received to its full satisfaction, does grant to the City of Sandusky, an Ohio municipal corporation, the Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 60-00166.000-PE

City of Sandusky – Sandusky Bay Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 60-00166.000

Prior Instrument Reference: File 360718, Page 12, Erie County Recorder's Office.

Grantor(s), for itself and its successors and assigns, covenant(s) with the Grantee, its successors and assigns, that it is the true and lawful owner(s) in fee simple, and has the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction and maintenance of a public pathway.

In Witness Whereof US Tsubaki Power Transmission LLC, an Illinois corporation an Illinois corporation has caused its name to be subscribed by _____, its _____, and its duly authorized agent on the ____ day of _____, 2024.

US Tsubaki Power Transmission LLC., an Illinois corporation

By: _____

Title: _____

State of Ohio, County Of Erie ss:

Be It Remembered, that on the ____ day of _____, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of US Tsubaki Power Transmission LLC, an Illinois corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

No oath or affirmation was administered to _____, its _____, and duly authorized agent of US Tsubaki Power Transmission LLC, an Illinois corporation, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission expires: _____

This document was prepared by O.R. Colan Associates on behalf of the City of Sandusky on forms approved by the Ohio Attorney General's Office.

CITY OF SANDUSKY
PPN 60-00166.000 PERMANENT EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 32 in the Annexation to Margarett Township and is part of land now or formerly owned by US Tsubaki Power Transmission LLC, an Illinois corporation by deed in book 530, page 378 of the Erie County Records and being more fully described as follows:

Commencing at the intersection of the northeasterly corner of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the westerly right of way line of Edgewater Avenue;

1. Thence S 01° 39' 49" E along the easterly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the westerly right of way line of said Edgewater Avenue a distance of 404.02 feet to the southeasterly corner of said parcel;
2. Thence N 82° 18' 20" W along the southerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel a distance of 12.16 feet to a point;
3. Thence N 01° 39' 13" W a distance of 202.93 feet to a point;
4. Thence N 03° 25' 12" W a distance of 72.73 feet to a point;
5. Thence N 01° 33' 20" W a distance of 72.55 feet to a point;
6. Thence N 11° 34' 33" E a distance of 55.34 feet to a point on the northerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the southerly line of parcel number 60-00216.000000 now or formerly owned by Allen L. Ott by deed RN 200402659 of the Erie County Records
7. Thence N 88° 20' 11" E along the northerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the southerly line of said Allen L. Ott parcel a distance of 1.38 feet to the Place of Beginning, and containing 0.111 acres of land more or less.

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

The above described easement lies within Erie County Auditor Parcel Number 60-00166.000



March 19, 2024

CITY OF SANDUSKY
PPN 60-00166.000 PERMANENT EASEMENT

A handwritten signature in blue ink that reads "Dennis W. Stoffer".

Dennis W. Stoffer, P.S. 7604



TEMPORARY EASEMENT

US Tsubaki Power Transmission LLC, an Illinois corporation, the Grantor(s), for valuable consideration received to its full satisfaction, does grant to the City of Sandusky, an Ohio municipal corporation, the Grantee, the temporary easement(s) to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 60-00166.000-T

City of Sandusky – Sandusky Bay Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 60-00166.000

Prior Instrument Reference: File 360718, Page 12, Erie County Recorder's Office.

To have and to hold the temporary easement(s), for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement(s) granted to the Grantee is 18 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement(s) interest granted is being acquired by Grantee for a public purpose, namely the establishment and construction of a public pathway.

In Witness Whereof US Tsubaki Power Transmission LLC, an Illinois corporation has caused its name to be subscribed by _____, its _____, and its duly authorized agent on the ____ day of _____, 2024.

US Tsubaki Power Transmission, LLC, an Illinois corporation

By: _____

Title: _____

State of Ohio, County Of Erie ss:

Be It Remembered, that on the ____ day of _____, 2024, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, who acknowledged being the _____ and duly authorized agent of US Tsubaki Power Transmission LLC, an Illinois corporation, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity. No oath or affirmation was administered to _____, its _____, and duly authorized agent of US Tsubaki Power Transmission LLC, an Illinois corporation, with regard to the notarial act.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission expires: _____

This document was prepared by O.R. Colan Associates on behalf of the City of Sandusky on forms approved by the Ohio Attorney General's Office.

CITY OF SANDUSKY
PPN 60-00166.000 TEMPORARY EASEMENT

Situated in the State of Ohio, County of Erie, and the City of Sandusky, being part of Original Lot 32 in the Annexation to Margaretta Township and is part of land now or formerly owned by US Tsubaki Power Transmission LLC, an Illinois corporation by deed in book 530, page 378 of the Erie County Records and being more fully described as follows:

Commencing at the intersection of the northeasterly corner of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the westerly right of way line of Edgewater Avenue;

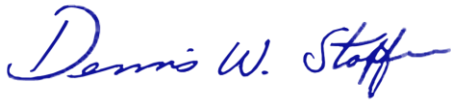
1. Thence S 88° 20' 11" W along the northerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the southerly line of parcel number 60-00216.000 now or formerly owned by Allen L. Ott by deed RN 200402659 of the Erie County Records a distance of 1.38 feet to the True Place of Beginning for the parcel herein described;
2. Thence S 11° 34' 33" W a distance of 55.34 feet to a point;
3. Thence S 01° 33' 20" E a distance of 72.55 feet to a point;
4. Thence S 03° 25' 12" E a distance of 72.73 feet to a point;
5. Thence S 01° 39' 13" E a distance of 202.93 feet to a point on the southerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel;
6. Thence N 82° 18' 20" W along the southerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel a distance of 8.11 feet to a point;
7. Thence N 01° 39' 13" W a distance of 215.96 feet to a point;
8. Thence N 06° 17' 14" W a distance of 58.37 feet to a point;
9. Thence N 01° 48' 00" W a distance of 18.37 feet to a point;
10. Thence S 88° 20' 47" W a distance of 118.01 feet to a point;
11. Thence N 01° 39' 13" W a distance of 78.61 feet to a point;
12. Thence N 88° 20' 47" E a distance of 124.63 feet to a point;

CITY OF SANDUSKY
PPN 60-00166.000 TEMPORARY EASEMENT

13. Thence N 14° 08' 41" E a distance of 30.76 feet to a point on the northerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the southerly line of said Allen L. Ott parcel;
14. Thence N 88° 20' 11" E along the northerly line of said US Tsubaki Power Transmission LLC, an Illinois corporation parcel and the southerly line of said Allen L. Ott parcel a distance of 8.31 feet to the True Place of Beginning, and containing 0.289 acres of land more or less.

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

The above described easement lies within Erie County Auditor Parcel Number 60-00166.000



Dennis W. Stoffer, P.S. 7604

