

## ORDINANCE NO. 24-090

**AN ORDINANCE APPROVING A PERMANENT EASEMENT AND TEMPORARY EASEMENT GRANTED TO THE CITY BY CMSC, LTD. 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**, CMSC Ltd. is the owner of property located at 400 Broadway Street, Parcel No. 59-00344.000, and is granting the City a permanent easement and a temporary easement on a portion of their property necessary for the continuation of the Sandusky Bay Pathway; and

**WHEREAS**, the cost of the temporary easement is \$1,312.73 and the cost of the permanent easement is \$15,996.43 for a total cost of \$17,309.16 and will be paid with Capital Projects Funds; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter 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 a Permanent Easement and Temporary Easement granted to the City by CMSC, Ltd. for a portion of the property located at 400 Broadway Street, Parcel No. 59-00344.000, for the purpose of utilizing for the Sandusky Bay Pathway, copies of which are attached and marked Exhibits "1" and "2" and are specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the

**PAGE 2 - ORDINANCE NO. 24-090**

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 22, 2024

## EASEMENT

CMSC, Ltd., an Ohio limited liability company, the Grantor(s), in consideration of the sum of Fifteen Thousand Nine Hundred Ninety Six Dollars and Forty-Three Cents (\$15,996.43), to be paid by City of Sandusky, an Ohio municipal corporation, the Grantee, does convey(s) to Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A attached, the following described real estate:

PARCEL(S): 59-00344.000 - PE

City of Sandusky – Bay Pathway Project

SEE EXHIBIT A ATTACHED

Erie County Current Tax Parcel No. 59-00344.000

Prior Instrument Reference: Instrument No. 200609058, 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. Grantee holds Grantor

harmless for any damage to the public pathway that runs along the Grantor's eastern property line in the northeast area of the Grantor's property and along the Grantor's southern property line due to Grantor's business operations, which includes, but is not limited to the crossing of the public pathway by large semis and fuel tankers.

In Witness Whereof CMSC, Ltd., an Ohio limited liability company has caused its name to be subscribed by Christine M. Craft, its Manager, and its duly authorized agent on the 7<sup>th</sup> day of February, 2024.

**GRANTOR:**

CMSC, Ltd., an Ohio limited liability company

By: Christine M. Craft

Christine M. Craft, Manager

STATE OF OHIO )

)

SS

COUNTY OF ERIE )

)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2024 by Christine M. Craft, President of CMSC, Ltd., an Ohio limited liability company, on behalf of the company. This is an acknowledgment only. No oath or affirmation was administered to the signer.

Amy Moyer  
NOTARY PUBLIC

My commission expires: June 7, 2024

John Orzech, City Manager  
City of Sandusky

\_\_\_\_\_  
Date

Prepared by:  
Michael R. Donaldson, Esq.  
4210 Menlo Park Lane  
Vermilion, OH 44089





## Exhibit A

## LEGAL DESCRIPTION

## CMSC PROPERTY

## PERMANENT EASEMENT

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West, along the easterly right of way line of said King Street, a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 3.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 56 degrees 49 minutes 22 seconds East, a distance of 12.18 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 29.75 feet to a point;

Thence North 79 degrees 45 minutes 00 seconds East, a distance of 55.13 feet to a point;

Thence North 88 degrees 02 minutes 38 seconds East, a distance of 148.09 feet to a point;

Thence North 77 degrees 56 minutes 35 seconds East, a distance of 25.83 feet to a point;

Thence North 55 degrees 46 minutes 23 seconds East, a distance of 26.07 feet to a point;

*The community impact people.*

## CORPORATE

450 Grant Street / Akron, OH 44311

P 330.375.1390 / F 330.375.1590

TF 800.835.1390

## COLUMBUS OFFICE

7965 North High Street, Suite 050

Columbus, Ohio 43235

## CLEVELAND OFFICE

2814 Detroit Avenue

Cleveland, Ohio 44113

## MARIETTA OFFICE

204 Front Street

Marietta, Ohio 45750

## NEWARK OFFICE

33 West Main Street, Suite 206-A

Newark, Ohio 43055

[envdesigngroup.com](http://envdesigngroup.com)

Thence North 33 degrees 24 minutes 10 seconds East, a distance of 26.29 feet to a point;

Thence North 10 degrees 21 minutes 31 seconds East, a distance of 27.57 feet to a point;

Thence North 1 degree 31 minutes 48 seconds West, a distance of 437.53 feet to a point;

Thence North 0 degrees 10 minutes 13 seconds East, a distance of 17.14 feet to a point;

Thence North 12 degrees 01 minutes 27 seconds East, a distance of 18.03 feet to a point on the westerly right of way line of Mills Street (66 feet in width);

Thence South 1 degree 26 minutes 36 seconds East along the westerly right of way line of said Mills Street, a distance of 548.17 feet to a point on the northerly right of way line of said Madison Street;

Thence South 88 degrees 05 minutes 33 seconds West, along the northerly right of way line of said Madison Street, a distance of 981.11 feet to the point of beginning and containing 0.293 acres of land, more or less.

This 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 59-00344.000.

*Dennis W. Stoffer*

Dennis W. Stoffer

Ohio Registered Professional



*The community impact people.*



### **TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made as of the 4<sup>th</sup> day of April, 2024 (the "***Effective Date***"), by and between CMSC, Ltd., an Ohio limited liability company (the "***Grantor***"), and City of Sandusky, an Ohio municipal corporation (the "***Grantee***").

### **WITNESSETH:**

WHEREAS, Grantor is the owner of that certain parcel of property located in the City of Sandusky, Erie County, Ohio, which is legally described on **Exhibit A** attached hereto and made a part hereof and known as being Permanent Parcel No. 59-00344.000 (the "***Grantor's Parcel***");

WHEREAS, in connection with the Bay Pathway Project (the "***Pathway***"), Grantee desires to construct a portion of the Pathway across Grantor's Parcel pursuant to a separate Permanent Easement granted or to be granted by Grantor to Grantee (the "***Permanent Easement***"); and

WHEREAS, the parties desire that Grantor grant to Grantee an access and construction easement in connection with construction of the Pathway.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated herein as if fully rewritten.

2. **Grant of Easement.** For and in consideration for the payment by Grantee to Grantor of the sum of One Thousand Three Hundred Twelve Dollars and Seventy-Three Cents (\$1,312.73), Grantor hereby grants to Grantee, its representatives, consultants, agents and contractors, a non-exclusive easement over, across, under and through the areas described on **Exhibit B** attached hereto and incorporated herein by this reference (the "***Temporary Easement Area***") for purposes of accessing and constructing the Pathway (including, without limitation, removing existing fencing, installing temporary fencing/barriers, clearing, grading, cutting, and filling, and re-installing fencing around Grantor's Parcel) for a period beginning upon substantial commencement of the Pathway Work (defined below) and ending not more than twelve (12) months thereafter (the "***Term***"); provided, however, the foregoing notwithstanding, in all events, the Term of this Agreement will end and this Agreement will be of no further force or effect on December 31, 2034. Grantee shall have the right



to use the Temporary Easement Parcel to: (a) move, store and remove equipment and supplies and to fence off or barricade, as necessary, the Temporary Easement Area; and (b) perform all demolition, grading, construction and other work necessary and incident to construction of the Pathway (the "*Pathway Work*").

3. Restoration. Prior to the expiration or earlier termination of the Term, Grantee, at its sole cost, shall restore any portion of the Temporary Easement Parcel used by Grantee, other than the expanded Permanent Easement Area, to substantially the same physical condition as existed at prior to the commencement of the Pathway Work, normal wear and tear excepted, including regrading and reseeding.

4. Security, Repair and Maintenance. Grantee shall perform the Pathway Work so as to minimize interference with concurrent use of the Temporary Easement Parcel by Grantor. Grantee will not block the Mill Street gate that provides primary access to Grantor's Parcel other than for the limited time absolutely necessary for completion of the Pathway Work through that area of the Temporary Easement Area. Grantee will require its contractors to secure Grantor's Parcel at the end of each workday by means of temporary fencing or other methods reasonably acceptable to Grantor. Grantee will contractually require its contractors to reimburse Grantor for any costs and expenses reasonably incurred by Grantor as a result of Grantee's contractors' failure to so secure Grantor's Parcel at the end of each workday, including reasonable compensation paid to employees or contractors of Grantor to monitor and guard any unsecured areas until the same are properly secured by Grantee's contractors. Grantee agrees to repair any damaged real or personal property existing on Grantor's Parcel that is damaged as a result of the Pathway Work. If Grantee fails to replace any damaged property during the Term (subject to seasonal and weather delays), Grantor may, upon not less than ten (10) days written notice to Grantee, repair the damaged property and Grantee agrees to reimburse Grantor for the out-of-pocket cost of replacement item and the reasonable labor cost to install the item. No later than the end of the Term, Grantee will permanently reinstall/replace the perimeter fencing, the gates on Mill Street and Broadway Street that provide access to Grantor's Parcel and the electronic controls for those two (2) gates.

5. Insurance. Grantee and/or its contractors, as applicable, shall secure, pay for, and maintain during the continuance of the Pathway Work within the Temporary Easement Parcel, commercial general liability insurance naming Grantor as additional insured, including contractual liability, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence. Such insurance policy shall provide for thirty (30) days' prior written notice to Grantor and Grantee of any termination of coverage. Grantee shall, from time to time upon the request of Grantor, furnish to Grantor certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be canceled or allowed to expire without at least thirty (30) days' prior written notice to Grantor.

6. No Lien. Grantee shall not permit any lien to stand against the Temporary Easement Area or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed, on the Temporary Easement Area at the direction of Grantee. In the event of any such lien attaching to the Temporary Easement Area or any improvements thereon, Grantee shall promptly have such lien released.

7. Compliance with Laws. All work on the Temporary Easement Parcel by Grantee and its contractors shall comply with all applicable laws, statutes, building codes and regulations of general application. Grantee is responsible for all its equipment and property brought onto the

Temporary Easement Area and will take precautions to ensure that equipment left on the Temporary Easement Area is made safe and not accessible to trespassers.

8. Release of Easement. The easement rights herein granted shall automatically terminate after the expiration of the Term without the necessity for recording a termination agreement unless the Term is extended by a recorded amendment to this Agreement executed by the Grantor and Grantee.

9. Notices. All notices, demands, requests and other communications under this Agreement shall be in writing and addressed to the party at the address shown on the first page of this Agreement, and shall be deemed served upon the date of delivery or refusal of delivery by the recipient, and shall be sent by (i) hand deliver; (ii) nationally-recognized overnight delivery service; or (iii) certified United States mail, return receipt requested. Either party may change the address to which notices and other communications are to be given by so notifying the other party.

10. Binding on Successors and Entire Agreement. Until the expiration or earlier termination of the Term, this Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors, grantees, assigns, guests and invitees.

11. Counterparts. This Agreement may be signed in counterparts and when taken together shall constitute one document. All agreements of performance on the part of the signatory(ies) for Grantor are agreements to perform of Grantor. No signatory for Grantor assumes, nor is he or she under, any personal liability or obligation by reason of this Agreement.

12. Unenforceability. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**GRANTOR:**

CMSC, Ltd.

By: Christine M. Craft  
Christine M. Craft, Manager

STATE OF OHIO            )  
                                      )  
COUNTY OF ERIE        )    SS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2024, by Christine M. Craft, Manager of CMSC, Ltd., an Ohio limited liability company, on behalf of the company. This is an acknowledgement only. No oath or affirmation was administered to the signer.

Amy J. Meyer  
NOTARY PUBLIC  
My commission expires: June 7, 2024

Prepared by:

Michael R. Donaldson, Esq.  
4210 Menlo Park Lane  
Vermilion, OH 44089  
216-389-8800

**GRANTEE:**

City of Sandusky, a Municipal corporation

By: \_\_\_\_\_  
Name: John Orzech  
Title: Manager

STATE OF OHIO            )  
                                      )  
COUNTY OF ERIE        )       SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2024, by John Orzech, Manager of the City of Sandusky, an Ohio municipal corporation, on behalf of the corporation. This is an acknowledgement only. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**GRANTOR'S PARCEL**  
**LEGAL DESCRIPTION**

Situated in the City of Sandusky, County of Erie and State of Ohio:

And known as being in Ward 4, in Outlots 68, 69, 70, 71 and 76, Beeche's Survey West of Camp Street and part in the William King Subdivision of Outlot 76, Deed Volume 7, Page 350, also being all of those lands of Sandusky Plastics as described in Deed Volume 501, Page 818 all those lands of Jerry A. Hoffer as described in Deed Volume 297, Page 298 all those lands of Ian Carpenter as described in Official Record 092, Page 177 all of the right of way of Broadway Street North of the North line of Madison Street and proposed to be vacated all of the right of way of Water Street East of the East line of King Street and West of the Northerly prolongation of the East line of Lot 19 of said William King Subdivision and proposed to be vacated, all references herein to the records of the Erie County Recorder, and being more particularly bounded and described as follows:

Beginning for reference at a railroad spike found marking the intersection of centerline of Madison Street (49.5 feet in width) and Broadway Street (33 feet in width North of Madison Street);

Thence North 4 deg. 16' 00" West with the centerline of Broadway Street, a distance of 24.75 feet to a point;

Thence North 85 deg. 43' 15" East in a line parallel to the centerline of Madison Street, a distance of 16.50 feet to a 1/2-Inch iron rod set and the true point of beginning for this description;

Thence North 85 deg. 43' 15" East with the North line of Madison Street, a distance of 645.50 feet to a 1/2-inch iron rod set in the West line of Mills Street (66 feet in width);

Thence North 3 deg. 48' 30" West with said West line, a distance of 1055.18 feet to a 1/2-Inch iron rod set;

Thence North 86 deg. 11' 30" East a distance of 33.00 feet to a 1/2-Inch Iron rod set in the centerline of Mills Street;

Thence North 3 deg. 48' 30" West with the Northerly prolongation of the centerline of Mills Street, a distance of 218.50 feet to a 1/2-Inch iron rod set in the Southerly line of the Consolidated Rail Corporation right of way, formerly the Cleveland, Chicago & St. Louis Railway Company;

Thence South 51 deg. 03' 00" West with said right of way and in a line 32 feet from as measured at right angles thereto, the centerline of the track of said railway, a distance of 56.39 feet to a 1/2-Inch iron rod set;

Thence Southwesterly with the arc of a curve to the left running in a line 30 feet radially from and Southeasterly of the centerline of, Conrail Track #47, said curve having a radius of 770.83 feet, a central angle of 32 deg. 13' 58", an arc length of 433.65 feet, the chord of which bears South 15 deg. 15' 42", West a chord distance of 427.95 feet to a railroad spike set;

Thence South 72 deg. 48' 42" West a distance of 62.47 feet to a railroad spike set;

Thence Northeasterly with the arc of a curve to the right running in a line 30 feet radially

**EXHIBIT A cont.**

from and Northwesterly of the Centerline of Conrail Track #47, said curve having a radius of 830.83 feet, a central angle of 23 deg. 58' 37", an arc length of 347.68 feet, the chord of which bears North 9 deg. 54' 16" East a chord distance of 345.15 feet to a 1/2-inch iron rod set;

Thence South 51 deg. 03' 00" West with the aforementioned Cleveland, Cincinnati, Chicago and St. Louis Railway Company right of way, a distance of 758.25 feet to a 1/2-inch iron rod set in the West line of Outlot 70;

Thence South 4 deg. 16' 00" East with lands of Norfolk Southern, formerly the Pennsylvania, Ohio and Detroit Railroad Company, Deed Volume 144, Page 293, a distance of 79.12 feet to a 1/2-inch iron rod set;

Thence South 64 deg. 25' 30" West with said lands, a distance of 252.98 feet to a 1/2-inch, iron rod set in the East right of way line of King Street as the same is platted in Deed Volume 7, Page 350 and at the Northwest corner of lands formerly owned by Ian Carpenter, Official Record 092, Page 177;

Thence, South 4 deg. 20' 00" East with the West line of said lands of Carpenter and with the East line of King Street, a distance of 556.32 feet to a 1/2-inch iron rod set in the North line of Madison Street;

Thence North 85 deg. 43' 15" East with said North line, a distance of 335.68 feet to the point of beginning, containing 19.8996 acres of land, more or less. This description is prepared from a survey conducted in July and August, 1998, most recently revised in September, 2000, by John Hancock, P.S. No. 6918. Bearings are based on the centerline of King Street bearing North 4 deg. 20' 00" West.

Tax ID No.: 59-00-344-000 (Land)

Tax ID No.: 59-70-344-000 (Building)





## Exhibit B

## LEGAL DESCRIPTION

## CMSC PROPERTY

## TEMPORARY EASEMENT 1

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West along the easterly right of way line of said King Street a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to the true point of beginning for the easement herein described;

Thence North 1 degree 54 minutes 27 seconds West, a distance of 2.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 5.00 feet to a point;

Thence South 88 degrees 05 minutes 33 seconds West, a distance of 81.49 feet to a point;

Thence North 1 degree 54 minutes 27 seconds West, a distance of 3.00 feet to the true point of beginning and containing 0.009 acres of land, more or less.

This 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 59-00344.000.

*The community impact people.*

## CORPORATE

450 Grant Street / Akron, OH 44311  
P 330.375.1390 / F 330.375.1590  
TF 800.835.1390

## COLUMBUS OFFICE

7965 North High Street, Suite 050  
Columbus, Ohio 43235

## CLEVELAND OFFICE

2814 Detroit Avenue  
Cleveland, Ohio 44113

## MARIETTA OFFICE

204 Front Street  
Marietta, Ohio 45750

## NEWARK OFFICE

33 West Main Street, Suite 206-A  
Newark, Ohio 43055

[envdesigngroup.com](http://envdesigngroup.com)



*Dennis W. Stoffer*

Dennis W. Stoffer

Ohio Registered Professional



Exhibit 2



## Exhibit B

## LEGAL DESCRIPTION

## CMSC PROPERTY

## TEMPORARY EASEMENT 2

Situated in the City of Sandusky, County of Erie and State of Ohio and known as being part of Outlots 68, 69, 70, 71, and 76 in Ward 4, Beeche's Survey West of Camp Street and part in William King Subdivision of Outlot 76 and more fully described as follows;

Beginning at the intersection of the northerly right of way line of Madison Street (49.50 feet in width) and the easterly right of way line of King Street (57.42 feet in width), witnessed by a 1/2 inch iron rod with cap "Hancock" found 0.41 feet south and 0.14 feet east;

Thence North 1 degree 54 minutes 27 seconds West along the easterly right of way line of said King Street a distance of 11.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 585.35 feet to a point;

Thence South 1 degree 54 minutes 27 seconds East, a distance of 3.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 81.49 feet to a point;

Thence South 56 degrees 49 minutes 22 seconds East, a distance of 12.18 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 29.75 feet to the true point of beginning for the parcel herein described;

Thence North 3 degrees 18 minutes 31 seconds West, a distance of 15.00 feet to a point;

Thence North 88 degrees 05 minutes 33 seconds East, a distance of 202.69 feet to a point;

Thence North 43 degrees 27 minutes 27 seconds East, a distance of 83.95 feet to a point;

## CORPORATE

450 Grant Street / Akron, OH 44311  
P 330.375.1390 / F 330.375.1590  
TF 800.835.1390

## COLUMBUS OFFICE

7965 North High Street, Suite 050  
Columbus, Ohio 43235

## CLEVELAND OFFICE

2814 Detroit Avenue  
Cleveland, Ohio 44113

## MARIETTA OFFICE

204 Front Street  
Marietta, Ohio 45750

## NEWARK OFFICE

33 West Main Street, Suite 206-A  
Newark, Ohio 43055

[envdesigngroup.com](http://envdesigngroup.com)

*The community impact people.*

Thence North 1 degree 23 minutes 20 seconds West, a distance of 438.75 feet to a point;

Thence North 0 degrees 10 minutes 13 seconds East, a distance of 18.08 feet to a point;

Thence North 12 degrees 01 minutes 27 seconds East, a distance of 52.26 feet to a point on the westerly right of way line of Mills Street (66 feet in width);

Thence South 1 degree 26 minutes 36 seconds East along the westerly right of way line of said Mills Street, a distance of 34.35 feet to a point;

Thence South 12 degrees 01 minutes 27 seconds West, a distance of 18.03 feet to a point;

Thence South 0 degrees 10 minutes 13 seconds West, a distance of 17.14 feet to a point;

Thence South 1 degree 31 minutes 48 seconds East, a distance of 437.53 feet to a point;

Thence South 10 degrees 21 minutes 31 seconds West, a distance of 27.57 feet to a point;

Thence South 33 degrees 24 minutes 10 seconds West, a distance of 26.29 feet to a point;

Thence South 55 degrees 46 minutes 23 seconds West, a distance of 26.07 feet to a point;

Thence South 77 degrees 56 minutes 35 seconds West, a distance of 25.83 feet to a point;

Thence South 88 degrees 02 minutes 38 seconds West, a distance of 148.09 feet to a point;

Thence South 79 degrees 45 minutes 00 seconds West, a distance of 55.13 feet to the true point of beginning and containing 0.172 acres of land, more or less.

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

*The community impact people.*

The above described easement lies within Erie County Auditor  
Parcel Number 59-00344.000.

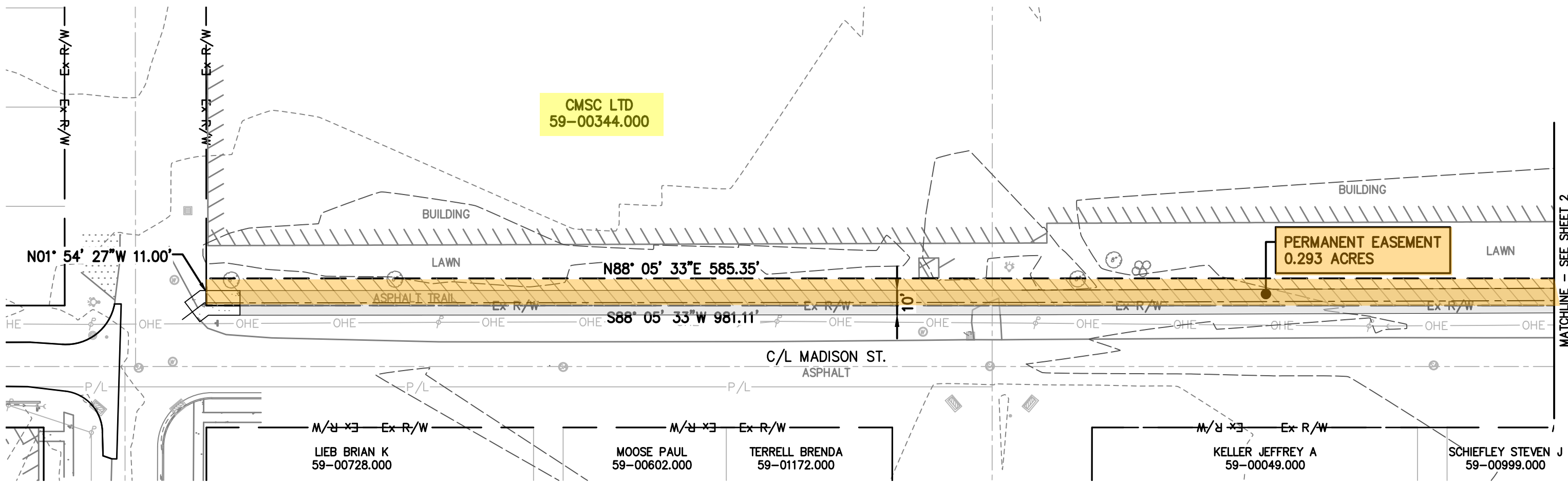
*Dennis W. Stoffer*

Dennis W. Stoffer

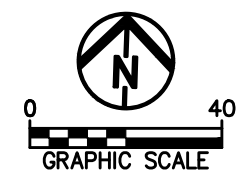
Ohio Registered Professional



Exhibit 2



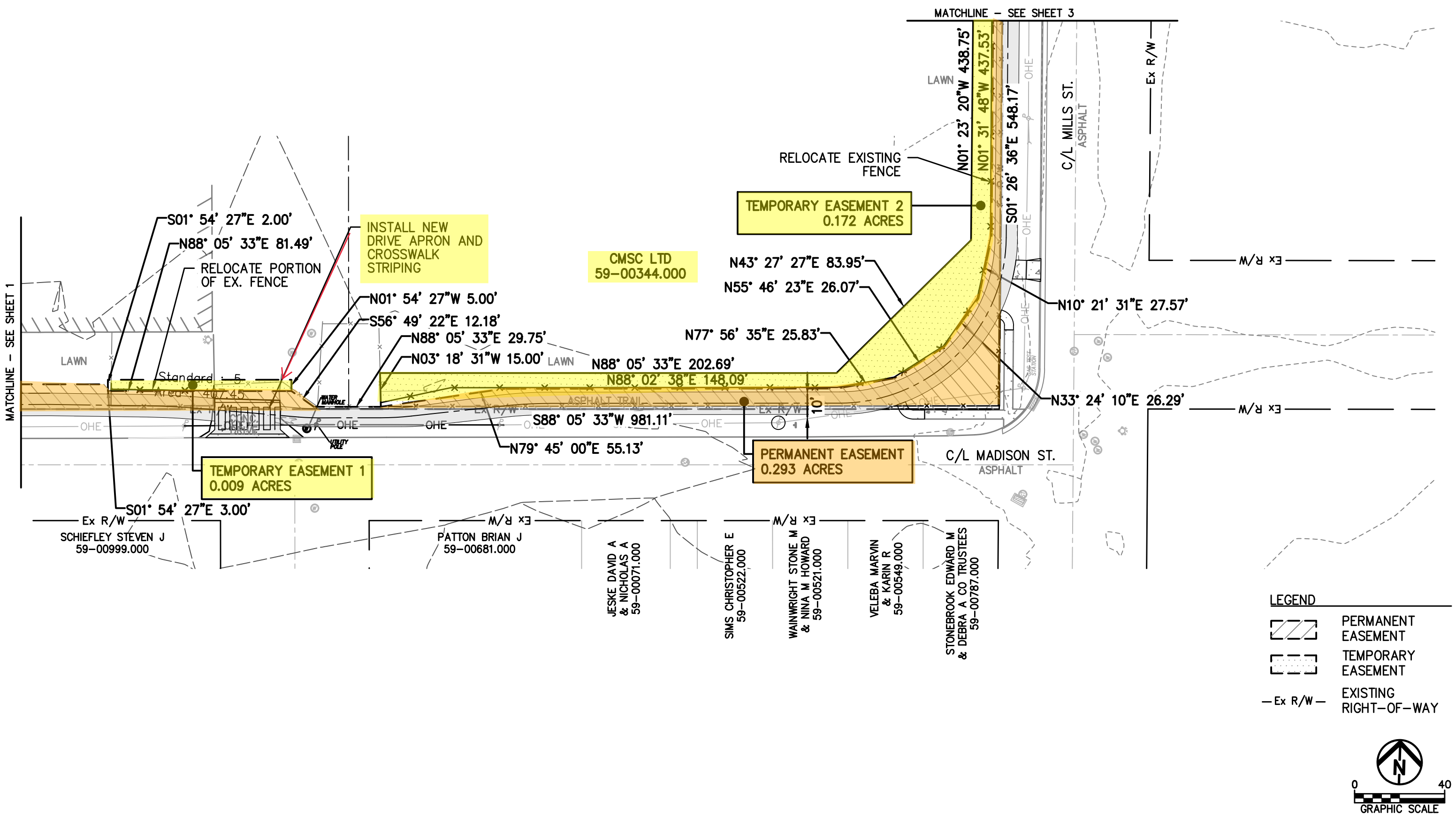
LEGEND	
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY



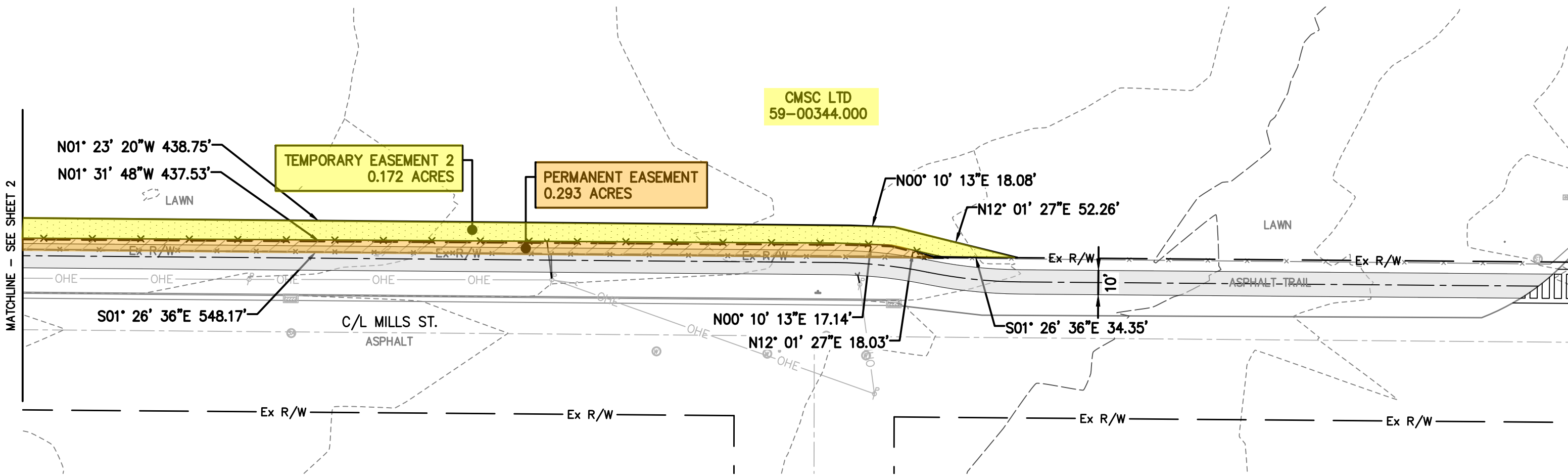
E:\SANDUSKY\17-00196-020 BAY PATHWAY DESIGN\CADD\EXHIBITS\CMSC LTD EXHIBIT 10-06-2022.DWG - 11/14/2022 9:27:48 AM



E:\SANDUSKY\17-00196-020 BAY PATHWAY DESIGN\CADD\EXHIBITS\CMSC LTD EXHIBIT 10-06-2022.DWG - 11/14/2022 9:27:52 AM

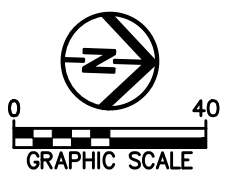


E:\SANDUSKY\17-00196-020 BAY PATHWAY DESIGN\CADD\EXHIBITS\CMSC LTD EXHIBIT 10-06-2022.DWG - 11/14/2022 9:27:57 AM



**LEGEND**

	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	EXISTING RIGHT-OF-WAY



**Environmental Design Group**  
AKRON / CLEVELAND / COLUMBUS  
HQ 450 GRANT ST., AKRON, OH 44311  
P 330.375.1390 / TF 800.835.1390  
W ENVDESIGNGROUP.COM

SANDUSKY BAY PATHWAY  
CITY OF SANDUSKY  
CMSC LTD EASEMENT EXHIBIT  
OCTOBER 10, 2022